



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Human Resources & Risk Management    **MEETING DATE:** November 7, 2006

**PREPARED BY:** Theresa St. Peter, Director

**AGENDA LOCATION:** AR-1

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**TITLE:** Memorandum of Understanding; Amend Personnel Rules and Regulations to Provide for Compensation and Supplemental Benefits Effective Fiscal Year 2006-07 for Police Employees, Appendix "G", Resolution No. 2006-74 and Hourly Employees, Appendix "F", Resolution 2006-75

**OBJECTIVE:** To provide compensation adjustments for Police and Hourly Employees

**BACKGROUND:** It has been the City's practice, going back to the late 1970's, to endeavor to compensate its employees at a competitive rate. Therefore, we survey approximately fourteen of the neighboring cities to determine salary and benefit levels provided to their employees. This assists us in ensuring we are able to recruit and retain quality employees. The proposed adjustments provide salary and benefit adjustments that are in parity with the total compensation of the survey cities, as well as appropriate internal alignment.

The last Memorandum of Understanding with the Monrovia Police Officers' Association (MPOA) expired June 30, 2006. An agreement was reached with MPOA for a Memorandum of Understanding (MOU) to be effective July 1, 2006 through June 30, 2007. The MOU provides for a salary adjustment based on total compensation survey information obtained. Additionally, this Agreement provides for a "signing bonus" providing an additional salary increase effective January 1, 2007.

The salary schedule for hourly employees will be increased to conform to the State-wide increase in minimum wages.

**ANALYSIS:** The proposed adjustments provide for an average salary increase of 5.7% for Police employees effective June 25, 2006 with an additional .45% to be effective January 1, 2007.

The new California minimum wage legislation only required that one salary range for one hourly classification be adjusted to conform to the new regulations.

**FISCAL IMPACT:** The total cost to the General Fund to provide for the recommended salary increase retroactive to June 25, 2006, is \$263,560. The total cost to the General Fund to provide for the salary increase effective the first pay period of 2007 is \$22,938. These amounts have been incorporated in the City's budget for fiscal year 2006-07.

**RECOMMENDATION:** Staff recommends that City Council adopt Resolution Nos. 2006-74 and 2006-75.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate action would be a motion to approve Resolution Nos. 2006-74 and 2006-75.

# AR-1

**RESOLUTION 2006-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "G" TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN POLICE EMPLOYEES FOR FISCAL YEAR 2006-07**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of police employee compensation and benefits and such system provides for a classification and pay plan to equitably compensate police employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of police employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia that Appendix "G" of Resolution 77-24, the Personnel Rules and Regulations is hereby amended to adjust compensation and other supplemental benefits for certain police employees as indicated in the attached Salary Schedule for Appendix "G".

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Monrovia, held on the 7th day of November 2006, by the following roll call vote:

**PASSED, APPROVED AND ADOPTED** this 7th day of November 2006 by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
EXCUSED:**

BY:

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Rob Hammond, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

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Linda B. Proctor, MMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**MEMORANDUM OF UNDERSTANDING  
MONROVIA POLICE OFFICERS' ASSOCIATION  
FISCAL YEAR 2006-07**

**APPENDIX G**

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## APPENDIX G

**SECTION I. GENERAL:** Pursuant to Section 3500 et. seq. of the Government Code of the State of California, the representatives of the City of Monrovia and the Monrovia Police Officers Association met and conferred on the salaries, benefits and working conditions for the Fiscal Year 2006-07. As a result of that process, this Memorandum of Understanding was reached and subsequently ratified by the City Council of the City of Monrovia on November 7, 2006.

**SECTION II. RECOGNITION:** The City recognizes the Association as the representative in matters pertaining to wages, hours and other terms and conditions of employment for those employees within the representation unit composed of those full-time permanent classified positions included in Salary Schedule G.

Formal recognition of the Association representing those classifications provided herein shall not be subject to challenge and no other recognition shall be afforded by the City except during a 30 calendar day period running between 180 and 150 calendar days before expiration of this Memorandum of Understanding.

### **SECTION III. MANAGEMENT RIGHTS AND RESPONSIBILITIES:**

A. **MANAGEMENT RIGHTS:** In order to ensure that the City of Monrovia shall have the ability to carry out its functions to provide continuing public services, the City retains the sole and exclusive right, responsibility and authority to determine its mission, purpose, objectives and policies subject to the requirements of law including those regarding the City's obligation to meet and confer with representatives of the Association and except as specifically abridged herein which shall include, but not necessarily be limited to the following:

1. To determine the standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, means and method of operations, overall budgetary matters including but not limited to, the right to contract or sub-contract any work, services or operations of any agency or department;
2. To determine the policy of all departments and agencies of the City including the right to manage and direct the affairs of all agencies and departments in all respects;
3. To hire, promote, transfer, assign, and retain employees and to suspend, demote, discharge or take disciplinary action against employees of any agency or department;
4. To direct and manage the employees of all City agencies and departments;

5. To determine the appropriate job classifications, organizational structure and level of personnel by which the operations of all City agencies and departments are conducted;
6. To relieve employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or inefficient in terms of the utilization of resources to meet public needs;
7. To maintain the efficiency and effectiveness of government operations;
8. To determine the size and composition of all agencies and departments of the City, to assign the employees within departments and to establish work schedules and assignments;
9. To establish performance standards for employees of City agencies and departments including but not limited to quality and quantity standards;
10. To take whatever actions may be necessary to carry out the mission of the City agencies and departments in situations of emergency;
11. To establish and promulgate rules and regulations, policies and procedures relating to productivity, efficiency, conduct and safety, as well as rules and regulations, policies and procedures designed to comply with applicable jurisdiction and legislative enactments.

#### **SECTION IV. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES:**

- A. **DUES DEDUCTION:** The City shall deduct dues on a regular basis, however, not to exceed once per month, from the pay of all classifications and positions recognized to be represented by the Association and who voluntarily authorize such deductions in writing on a form to be provided for this purpose which is mutually agreed to by the Association and City. The authorization for dues deduction shall be revokable at any time by the employee's filing a written request for such discontinuance. The City shall remit deducted monies to the Association within ten working days following the deductions. City shall not be responsible to institute payroll deduction until 30 days after the written authorization is presented to the City.
- B. **INDEMNIFICATION:** The association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the dues deductions or transmittal of such monies to the Association.
- C. **TIME OFF FOR MEETING AND CONFERRING:**
  1. The City recognizes that it is to the benefit of both the City and the Association that the City grant individuals representing the Association in employer-employee relations leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee

participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). Individuals granted time off to represent the Association shall be permanent full-time employees in those classifications represented by the Association.

2. As used herein and above, full pay shall mean the employee's current base salary, benefits and assigned bonus pay only.
3. The Association shall provide, in writing, to the City Manager and to the head of the department to which the employee/representative is assigned, the name(s) of those individuals, limited to five (5), who will serve as representatives of the Association for the purposes of meet and confer.

Up to three (3) employees for the purpose of representing the Association during the meet and confer process. Leave from duty shall be granted only to the extent that such leave does not adversely affect the operations of the respective department in which the employee is assigned.

#### **SECTION V. WORK STOPPAGE PROHIBITION:**

##### **A. PROHIBITED CONDUCT:**

1. The Association agrees that during the term of this Memorandum of Understanding neither it nor its officers or agents shall call or condone any strike, walkout, work stoppage, work slowdown, job action, sickout, blue flu, or withholding of services or sanction or honor any such action by any other group of employees in the City or any union or association of employees by withholding or refusing to perform services.
2. Individual employees represented by the Association are hereby put on notice that employees engaging in any of the conduct prohibited in Paragraph V, A, 1 above, which violates any applicable City rules or regulations may be subjected to disciplinary action.

**B. ASSOCIATION RESPONSIBILITY:** In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in V, A, 1 above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding, and that they must immediately cease such conduct and return to work.

#### **SECTION VI. GRIEVANCE PROCEDURES:**

**A.** This grievance procedure shall be the sole and exclusive procedure within the framework of the municipal government for resolving grievance disputes.

**B. PURPOSE OF GRIEVANCE PROCEDURE:**

1. To afford employees individually or through recognized employee organizations the systematic means of obtaining further consideration of problems after every reasonable effort has failed to solve them through discussion.
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedure shall be as informal as is practical.

**C. MATTERS SUBJECT TO GRIEVANCE PROCEDURE:** For the purposes of this section, a grievance shall be considered as any matter (for which appeal is not otherwise provided for or prohibited) concerning any dispute concerning the interpretation or application of the terms of this Memorandum of Understanding or written City or departmental policies, rules or regulations, the results of which affects the employees work schedule and/or hours, general fringe benefits, compensation level, holidays, retirement, classification, or safety.

**D. PROBATIONARY EMPLOYEES:** Probationary employees may file a grievance(s) under those grounds defined in Section C.

**E. GRIEVANCE PROCEDURE:**

1. Informal Grievance Procedure: An employee shall within ten days of the occurrence being grieved attempt to resolve a grievance through discussion with his immediate supervisor on an informal basis. If after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall discuss it with his supervisor's immediate superior, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision. At no time may the informal process go beyond the second level of supervision. If the employee is not in agreement with the decision reached by the informal process he may then file a formal grievance in writing within ten working days after receiving the informal decision of his immediate or second level supervisor.
2. Formal Grievance Procedure
  - a. First Level of Review: The employee shall present the formal grievance in writing to his/her supervisor who shall render a decision and comments in writing and return them to the employee within ten working days after receiving the written grievance. If the employee does not agree with his supervisor's decision or if no answer has been received within the ten working days, the employee may present the grievance in writing to his supervisor's immediate superior.

- b. Second Level of Review if Appropriate: The second level supervisor receiving the formal grievance shall review it, render a decision and comments in writing and return them to the employee within ten working days after receiving the written grievance. If the employee does not agree with the decision or if no answer has been received within ten working days, he may present the formal grievance in writing to the department head.
- c. Department Review: The department head receiving a formal grievance shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing and return them to the employee within ten working days after receiving the formal written grievance. If the employee does not agree with the decision reached or if no answer has been received within ten working days, he may appeal the formal grievance in writing to the City Manager.
- d. City Manager Review: The City Manager or designated representative shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The City Manager or designated representative may select the methods considered appropriate for the study of the issues and he shall render a written decision to the parties within 20 working days after receipt of the grievance appeal. The decision of the City Manager shall be final and binding within the framework of the municipal government.

**F. CONDUCT OF GRIEVANCE PROCEDURE:**

- 1. The time limits specified above may be extended by mutual agreement of the employee and the reviewer.
- 2. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of the review.
- 3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal, such that it shall not conflict with or in any way inhibit the efficient operation of the department involved.
- 4. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.
- 5. Except by mutual agreement, failure by the grievant, at any level, to file or appeal a grievance to the next level within ten working days after receipt of a decision (or, if no decision is rendered within 25 calendar days from the date of initial submission) shall be considered a waiver of rights to continuance of the grievance and shall bar any further consideration.

6. IN THE PRESENTATION OF GRIEVANCES AT ANY SUPERVISORY OR APPEAL LEVEL EMPLOYEES ARE ASSURED OF FREEDOM FROM RESTRAINT, INTERFERENCE, DISCRIMINATION OR REPRISAL.

G. **INFORMATION TO BE PROVIDED:** The employee shall file his/her formal grievance on forms to be provided by the Personnel Office. The written information to be provided by the grievant shall include a clear, concise statement of the nature of the grievance; the circumstances involved; the decisions rendered at each preceding step of the process; the reasons why the employee does not agree with the decisions rendered at each level of review; and the specific remedy sought

H. **CONSOLIDATION OF GRIEVANCES:** In order to strengthen the efficiency and effectiveness of the formal grievance process and to promote the principles of Section VI, B, 2, the City respondent may consolidate or group grievances for the purpose of processing through the formal grievance procedures provided the grievances are reasonably similar with respect to general nature, alleged violations and alternative remedies. Respondent, prior to determining the appropriateness of consolidating grievances, shall give due consideration to the confidentiality of the parties involved in the interest of reasonably protecting information of a personal nature.

## **SECTION VII. DISCIPLINARY ACTIONS**

A. **DEFINITION:** Actions taken by the appointing authority causing demotion, discharge, reduction in pay or suspension without pay of a permanent employee or which otherwise reduces the employee's compensation or benefits for cause shall be considered as disciplinary action and subject to the provisions contained in this article.

The provisions of this article shall not apply to reductions in pay or benefits which are a part of a general plan to reduce salaries, wages or benefits or to a general plan to eliminate positions or reduce services as determined by the City Council.

B. **NOTICE:** In any actions to discipline an employee as defined in this article, the following shall be provided the employee prior to the disciplinary action being enacted.

1. The employee shall receive preliminary written notice of the proposed disciplinary action, the effective date of the proposed disciplinary action and the reasons therefore. The reasons must state the specific grounds and the particular facts upon which the action is taken. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included.

2. The employee shall be provided with any known written materials, reports and written documents upon which the proposed disciplinary action is based.

**C. RESPONSE TO CHARGES:**

1. Prior to disciplinary action being enacted the employee shall have the opportunity if he/she so desires to respond in writing to the person in the department or the City who can initially impose the proposed disciplinary action, subject to the right of the employee to appeal said disciplinary action pursuant to Section G provided herein. The employee shall also be given the opportunity to present his or her response to charges orally in addition to the written response.
2. A reasonable time limit shall be established in which the employee shall be afforded an opportunity to respond to the charges upon which the proposed discipline is based. The employee shall be afforded 72 hours to respond to the proposed discipline of three days suspension or less, or proposed discipline involving monetary value to the employee equal to three days pay or less.

The employee shall be afforded up to 96 hours to respond to proposed disciplinary action in excess of three (3) days suspension or having a monetary impact on the employee greater than three(3) days pay.

3. Upon the mutual agreement of the employee and the department head the time provided herein for response to charges may be extended.

**D. FINAL NOTICE:** If after following the procedures outlined herein a decision is made to discipline the employee, within a reasonable time after completion of the procedures a written notice shall be served upon the employee setting forth the reasons for the discipline to be enacted, and the effective date of said action.

**E. REPRESENTATION:** During any stage of the process described herein, the employee may choose to be represented by any individual of his/her choice. The department head or supervisor involved shall be notified of the name of the individual representing the employee.

**F. RIGHT TO APPEAL:** In the final notice of the proposed disciplinary action, the employee shall be informed, if applicable, of his/her right to appeal the disciplinary action and to a hearing.

**G. APPEAL PROCEDURES:**

1. Purpose: To provide an opportunity to permanent employees to appeal directly to the City Manager or his authorized representative relative to matters subject to appeal. Any permanent employee who is reduced in pay, demoted, suspended or discharged as a result of disciplinary action for cause or whose benefits are reduced as a result of disciplinary action being effected against him for cause shall have the right to appeal such action directly to the City Manager or his authorized representative.

2. Request for Review: Appeal of disciplinary action shall be presented in writing to the City Manager or his authorized representative within ten calendar days after final notice to the employee of the disciplinary action to be imposed. Failure of the employee to file an appeal within ten calendar days shall constitute a waiver and shall bar the employee from further processing of the appeal.

The written appeal shall state the material facts and charges upon which disciplinary action was taken, shall state the employee's written response to the charges and shall state the remedial action desired. The requirement for a written response to charges shall not limit the employee from modifying or changing his response or presenting further information at the appeal hearing.

3. City Manager Review: The City Manager or designated representative shall review appeals. The following guidelines shall be used:
  - a. In the case of an appeal of a disciplinary action of three days suspension or less, the review shall be limited to the record presented at the departmental hearing.
  - b. In the case of an appeal of a disciplinary action equivalent to four or five days suspension, the City Manager or designated representative shall conduct the review by discussing the disciplinary action with the employee, his representative, if any, and with any other persons the City Manager deems appropriate.
  - c. In the case of an appeal involving more than five days suspension, the City Manager or his designee shall provide a full evidentiary hearing, if requested by the employee.

These provisions shall not limit any constitutional right of the employee to a full evidentiary hearing.

The City Manager shall render a written decision to the parties within 20 working days after the receipt of the appeal. The decision of the City Manager shall be final and binding within the framework of city government.

4. Conduct of Appeal Procedures: The provisions of Section VI, F shall apply to the conduct of appeal procedures.

### **SECTION VIII. HOURS OF WORK:**

The regular hours of work for those classifications covered under this agreement shall be as follows:

- A. A normal work week shall consist of forty hours.

- B. A normal work day may consist of eight (8) hours per day on the basis of a five-day work week, nine (9) hours per day and one eight (8) hour day every two weeks on the basis of a 9/80 work week, ten (10) hours per day on the basis of a four-day work week, or twelve (12) hours per day and one eight (8) hour day every two weeks on the basis of a 3/12 work schedule as shall be determined from time to time by the Department Head, with the exception that a material change in hours for any major classification of employees shall require the City to first meet and confer in good faith on such proposed change.
- C. Effective September 4, 1994, Sworn Patrol Officers, Sergeants and Lieutenants work a 3/12 work schedule. All above-mentioned employees are, therefore, placed on a twenty-eight (28) day work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA) as of September 4, 1994. As such, overtime at time and one-half will be paid for hours worked (including vacation, holiday, compensating time off and sick leave) over one hundred sixty (160) per twenty-eight (28) days. Such schedule shall apply to any additional sworn employees placed on this work schedule by the Chief of Police.

If an employee has not worked one hundred sixty (160) hours by the end of the twenty-eight (28) days, an appropriate number of hours will be deducted from his/her vacation or compensatory time off bank. The determination of what bank shall be used for such deduction shall be at the discretion of the Chief of Police or his designee. Overtime will be paid in accordance with the various provisions of this Memorandum of Understanding.

The Chief of Police shall retain the right to unilaterally restructure the work schedule should it be deemed necessary to do so without utilizing the meet and confer process.

#### **SECTION IX. SALARIES AND COMPENSATION:**

- A. 1. The attached Salary Schedule "G" includes the following non-sworn Police classifications: Administrative Secretary-Police, Community Service Officer, Jailer, Parking Control Officer, Police Services Representative, Police Communications Operator, Senior Administrative Clerk-Police, Police Recruit, Police Services Supervisor, and Communications Crime Analysis and Technology Supervisor.

Total compensation surveys conducted by the City shall include the following cities within the San Gabriel Valley labor market: Alhambra, Arcadia, Azusa, Baldwin Park, Covina, Glendora, El Monte, La Verne, Monterey Park, Pasadena, San Gabriel, South Pasadena and West Covina.

Total compensation for sworn classifications is defined as the total monthly dollar equivalent of the base salary at top step and the following benefits as applied to the classifications of Police Officer and Sergeant. Any increase due each of these classifications shall be based on total compensation survey information obtained for that classification.

Those sworn assignments/classifications not surveyed will maintain the following internal alignment:

Police Recruit	52% below Police Officer
Agent	5% above Police Officer
Detective	5% above Police Officer

- Total compensation for non-sworn classifications is defined as the total monthly dollar equivalent of the base salary at top step and following benefits as applied to the classifications of Administrative Secretary-Police and Police Communications Operator.

Those classifications not surveyed will maintain the following internal alignment:

Jailer	5% below Police Communications Officer
Community Service Officer	2.5% above Jailer
Parking Control Officer	2.5% below Jailer
Police Services Representative	10% below Jailer
Senior Administrative Clerk - Police	11% below Administrative Secretary - Police

Compensation increases for the classification of Communications, Crime Analysis, and Technology Supervisor shall be 15% above the Information Systems Analyst classification in the Monrovia Municipal Employees' Association

Compensation increases for the classification of Information Systems Technician shall be 20% below Information Systems Analyst classification in the Monrovia Municipal Employees' Association.

The classification of Police Services Supervisor will be surveyed and any increase received shall reflect 10% above the total compensation survey mean obtained for this classification. However, it is understood that the 10% adjustment above the survey mean is based on the fact that survey classifications used do not reflect supervisory responsibility for two separate functions. Should the survey classifications change in level of responsibility, the methodology for determining an appropriate compensation for Police Services Supervisor and Communications, Crime Analysis, and Technology Supervisor will be adjusted accordingly.

- Following is a listing of the items surveyed to determine total compensation:

Top Step Base Salary	Dental Coverage
City Paid Employee PERS	Life Insurance
City PERS Contribution	Uniform Allowance
Major Medical Coverage	Paid Holidays

City PERS Health Contribution  
Long-Term Disability Insurance

For sworn employees, Intermediate, Advanced POST Certificate pay and bilingual pay will be included as total compensation survey items.

Effective with the beginning of the first pay period for the 2003-04 fiscal year, the City contribution for uniform allowance shall be added to the City's contribution to the cafeteria plan. Therefore, the City will no longer provide a paid uniform allowance.

Bilingual pay and uniform allowance will be deleted as total compensation survey items beginning with the survey conducted for fiscal year 2004-05.

Supervisory POST Certificate will be added as a component of the total compensation survey beginning with the survey conducted for fiscal year 2004-05.

For the benchmark classification of Police Officer, either POST Intermediate or Advanced Certificate Pay will be used. The determination of which level to use for survey purposes each year will be based on which of the two levels of certificate pay the majority of affected employees are receiving

For the benchmark classification of Police Sergeant, either POST Advanced or Supervisory Certificate Pay will be used. The determination of which level to use for survey purposes each year will be based on which of the two levels of certificate pay the majority of affected employees are receiving.

The total compensation survey, utilizing the above information, will be completed by April 30th of each year for purposes of determining salary/benefit increases to become effective the following fiscal year. Such survey will also include all known ratified salary and/or benefit changes to become effective within the first pay period of the following fiscal year. All "means" shall be rounded to two decimal places.

If the total compensation for a benchmark position indicated above is found to be more than 5% above/below the mean of survey cities, it will be recognized as an "aberration" and not be considered in determining the average for survey purposes. In this circumstance, the City will attempt to adjust the salary range for this position when deemed feasible. For survey purposes, only any remaining class(es) will be utilized to determine the average for market survey purposes.

- 4 Effective with the beginning of the first pay period for the 2005-06 fiscal year, employees covered under this Agreement will receive a salary increase based on the survey total compensation mean for benchmark classifications to bring employees to five percent (5%) above the survey average.
- 5 Effective with the beginning of the first pay period for calendar year 2007, employees covered under this Agreement shall received a salary increase based on

any change in the survey total compensation mean for benchmark classifications that has been authorized by the City Council of the survey cities from May 1, 2006 through October 2, 2006.

- B. APPLICATION OF SALARY RANGES:** The salary ranges provided herein are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effected only upon the recommendation of the department head with approval of the City Manager after completion of a thorough employee performance evaluation.

The following general provisions shall govern the granting of step salary increases within the range:

1. The initial compensation to be paid for employment in any position shall normally be Step A of the salary range. Where it is found to be difficult to obtain qualified personnel for a position or if a person of unusual qualifications is to be employed in a position, the City Manager may authorize hiring at a higher initial step.
2. After the first six months of employment, employees appointed at Step A shall be eligible to be considered for advancement to the second step of the applicable range.
3. After advancement to the second salary step, an employee shall be eligible to be considered for advancement to the next higher step of the salary range only after completion of twelve (12) months of service.
4. Employees initially appointed at higher than Step A shall be eligible to be considered for advancement to the next higher salary step only after completion of twelve (12) months of service.
5. Consideration of advancement of an eligible employee from one step of the salary range to the next shall be done by the department head. Advancement shall be effected only after the department head has completed a thorough evaluation of the employee's performance in the position and has determined that the employee has improved his/her performance within the position resulting in increased value to the City. Advancement shall be made only upon such recommendation by the department head and approval of the City Manager.
6. If in the opinion of the department head the employee has not performed in a manner so as to merit step advancement, a recommendation for retention to present salary step shall be made in writing to the City Manager. The reasons cited for retention shall also be made in writing to the employee involved. The employee shall be entitled to place a written response in his/her personnel file.

7. If the department head determines, subsequent to completion of a thorough employee evaluation, that an employee has not performed in a manner so as to merit retention or advancement, he may recommend disciplinary action including reduction of an employee's salary step. A recommendation for reduction of an employee's salary step shall be made in writing to the City Manager. The reasons cited for reduction shall also be made in writing to the employee involved pursuant to this agreement and such action shall be subject to appeal under Section VII, G, provided herein.
8. The City Manager may further improve the step advancement of any employee upon the recommendation of a department head provided:
  - a. The department head in his written request for further step advancement certifies that the employee has performed his/her work in an outstanding and exceptionally meritorious manner.
  - b. The employee has successfully completed the probationary period in his current classification.
  - c. The employee is recommended for advancement by not more than two (2) salary steps.
  - d. In the case of a double step, the employee has had no previous double step advancement during his employment in the particular classification.
  - e. In the case of an acceleration, the employee has had no previous step advancement acceleration during his employment in the particular classification.
  - f. At least six months have elapsed since the employee has received a step advancement for outstanding and exceptionally meritorious performance.

**C. OVERTIME:**

1. Definition:

Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hours in a normal work week

2. Compensation and calculation for overtime shall be as follows:

All sworn employees required to work in excess of 40 hours in a standard work week shall receive overtime compensation at the rate of time and one-half. Overtime under this section shall be calculated on the employee's base rate, including educational incentive and special assignment pay.

If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

REGARDLESS OF THE NUMBER OF "HOURS WORKED," OVERTIME SHALL NOT BE PAID AT LESS THAN TIME AND ONE-HALF THE BASE RATE, INCLUDING EDUCATIONAL INCENTIVE AND SPECIAL ASSIGNMENT PAY.

3. All non-sworn non-exempt employees required to work in excess of 40 hours in a standard work week shall receive overtime compensation in the form of pay or compensating time off at the rate of time and one-half. All paid leave with the exception of sick leave and administrative leave will be counted as time worked when determining overtime pay.

**D. COURT TIME:**

1. This section shall apply to all employees who are eligible for overtime pursuant to Section IX, C, of this agreement and who are subpoenaed to appear during off-duty hours in court on criminal or civil cases involving the City.
  - a. Time in court will start from the time indicated on the subpoena.
  - b. Court time will be computed to the nearest one-half hour.
2. Effective with the first pay period for fiscal year 2003-04, Court time shall be compensated for at time and one-half, with three-hour guarantee, and thereafter on an hour for hour basis
3. Any employee who is ordered to appear in court in the morning and then ordered to return the same afternoon will be paid through the court lunch recess until released for the day.
4. Officers subpoenaed to Civil Court and who appear during off-duty hours shall be compensated as overtime pursuant to Government Code Sections 68097.1 through 68097.7.
5. Officers subpoenaed to Criminal Court on a stand-by basis during off-duty hours and who are not ordered to appear shall be compensated two (2) hours compensatory time off.

**E. COMPENSATORY TIME OFF:**

1. At the discretion of the department head credit for compensatory time off may be given in lieu of overtime compensation. The time when compensating time off may be taken shall be at the discretion of the department head, giving due consideration to the needs of the department and the wishes of the employee.

2. Accumulation of credit for compensatory time off shall be limited to a maximum accumulation of 80 hours.
3. Credit for compensatory time off in lieu of overtime pay shall be granted on the basis of one and one-half hours of compensatory time off for each hour of overtime worked for overtime compensated at the "time and one-half" rate as provided in these rules.
4. Only employees eligible for overtime compensation shall be eligible for compensating time off in lieu of overtime compensation.
5. In the event the employee is given credit for compensatory time off in lieu of overtime pay and the employee takes such leave, the time taken shall be compensated on the same basis as vacation leave pay

**F. APPLICABLE SALARY RATES FOLLOWING PROMOTIONS, DEMOTIONS OR TRANSFERS:**

1. In case of the promotion of any employee in the City service to a position in a class with a higher salary range, such employee shall be entitled to receive the rate of compensation to the entrance step of the class to which he has been promoted. In cases where the salary range overlaps, promotion shall be effected at the next step in the range of the new class, which results in a minimum of a 5% salary increase, or the top step of the new salary range, whichever is lower. The Department Head shall maintain the right to place the employee at a higher salary step within the new class if deemed appropriate.
2. In the case of demotion of any employee in the City service to a class with a lower salary range the employee shall be placed in the highest step in the lower salary range which does not represent a salary increase, unless the demotion is for cause in which case a salary decrease may be instituted subject to the provisions of Section VII of this agreement.
3. In the case of the transfer of any employee from one position to another in the same class or to another class to which the same salary range is applicable, the employee shall remain at the same salary step and retain his original anniversary date.

**G. PREMIUM PAY - EDUCATIONAL INCENTIVE:**

1. Intermediate POST Certificate: Sworn employees covered under this agreement shall receive in addition to their base pay the sum of seventy-five dollars (\$75) per month payable in each month in which they hold an Intermediate Certificate issued by the Police Officers' Standards and Training Commission.
2. Advanced POST Certificate: Sworn employees covered under this agreement shall receive in addition to their base pay the sum of one hundred twenty-five dollars

(\$125) per month payable in each month in which they hold an Advanced Certificate issued by the Police Officers' Standards and Training Commission.

- 3 Supervisory POST Certificate: Effective with the first pay period for fiscal year 2004-05, sworn employees covered under this agreement shall receive in addition to their base pay the sum of one hundred seventy-five dollars (\$175) per month payable in each month in which they hold a Supervisory Certificate issued by the Police Officers' Standards and Training Commission.
  - 4 The benefits provided in Section (1) and (2) herein shall not be cumulative. No eligible employee shall receive greater than \$125 per month premium pay for participation in the educational incentive program.
  5. Upon notice from POST to the Chief of Police that an employee has been awarded an Intermediate or Advanced POST Certificate, the Chief of Police shall immediately notify the Personnel Officer of such award
  - 6 Educational incentive premium pay shall not be taken into consideration in calculating payment for accumulative leave time upon termination or the value of any other supplemental benefits.
  7. Attainment of an Advanced Certificate shall be a job requirement for the classification of Lieutenant.
  - 8 Attainment of an Intermediate Certificate shall be a job requirement for the classification of Sergeant.
- H. **DETECTIVE COMPENSATION:** The duties performed as an investigator shall be on an assignment basis only as prescribed by the Chief of Police. The number of assigned employees shall be determined by the City Council. Those employees so assigned shall receive salary compensation in an amount equal to 5% in excess of their step designation salary. Such salary differential shall not be afforded those employees at the rank of Sergeant or Lieutenant who may perform investigator duties. Removal from such assignment shall not be a cause for grievance.
- I. **POLICE OFFICER AGENT COMPENSATION:** The Chief of Police, with the approval of the City Manager, shall have the authority to assign Police Officers to the capacity of Police Officer Agent. The duties and responsibilities of individuals so assigned shall be as prescribed by the Chief of Police and Human Resources Department and as set forth in Department Policy.

The duties and responsibilities performed as a Police Officer Agent shall be on an assignment basis only as directed by the Chief of Police and approved by the City Manager. The number of positions which may be assigned Agent responsibilities shall be determined by the City Council.

Those employees assigned Agent responsibilities shall receive additional salary compensation in an amount equal to 5% of their base step designation salary. Such differential shall be afforded only to individuals at the rank of Police Officer who are so assigned. Removal of assigned Agent responsibilities shall be at the discretion of the Chief of Police. Such removal may be made without cause and shall not be subject to grievance or appeal.

- J. **SPECIAL ENFORCEMENT TEAM COMPENSATION:** The duties performed as a member of the Special Enforcement Team (SET) shall be on an assignment basis only as prescribed by the Chief of Police. Those employees so assigned shall receive salary compensation in an amount equal to 2.5% in excess of their step designation salary. Removal from such assignment shall not be a cause for grievance.

Effective the first pay period of fiscal year 2005-06, employees so assigned shall receive salary compensation in an amount equal to 5% in excess of their step designation salary.

- K. **COMMUNITY ACTIVIST POLICING BUREAU COMPENSATION:** The duties performed as a member of the Community Activist Policing Bureau (CAP) shall be on an assignment basis only as prescribed by the Chief of Police. Those employees so assigned shall receive salary compensation in an amount equal to 2.5% in excess of their step designation salary. Removal from such assignment shall not be a cause for grievance.

Effective the first pay period of fiscal year 2005-06, employees so assigned shall receive salary compensation in an amount equal to 5% in excess of their step designation salary.

- L. **CANINE OFFICER COMPENSATION:** The duties performed as a Canine Officer shall be on an assignment basis only as prescribed by the Chief of Police. The number of assigned employees shall be determined by the City Council. Canine officers are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine vehicle/unit pursuant to the Fair Labor Standards Act (FLSA). The parties believe that this Agreement complies with the FLSA.

Employees assigned as Canine Officers shall receive salary compensation in an amount equal to 2.5% in excess of their step designation salary. The parties agree that the compensation is intended to compensate the Canine Officer for off-duty canine activities. It is the intent of the parties that the regular rate of pay for off-duty canine duties will exceed both the State and Federal minimum wage.

A canine officer who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Chief of Police for additional compensation for the hours spent performing such work. Any additional work shall be compensated at time and one half the same hourly rate as normal off-duty canine activities.

Removal from such assignment shall not be a cause for grievance.

- M. MOTOR OFFICER COMPENSATION:** The duties performed as a Motor Officer shall be on an assignment basis only as prescribed by the Chief of Police. The number of assigned employees shall be determined by the City Council. Motor officers are entitled to compensation for the off-duty hours spent cleaning and maintaining their motorcycle pursuant to the Fair Labor Standards Act (FLSA). The parties believe that this Agreement complies with the FLSA.

Employees assigned as Motor Officers shall receive salary compensation in an amount equal to 2.5% in excess of their step designation salary. The parties agree that the compensation is intended to compensate the Motor Officer for off-duty Motor Officer activities. It is the intent of the parties that the regular rate of pay for off-duty motor duties will exceed both the State and Federal minimum wage.

Removal from such assignment shall not be a cause for grievance.

- N. MINIMUM CALL-BACK TIME:** Sworn employees who are ordered to hold over or return to duty on other than their regular scheduled shift (excluding incidental holdover or court time) shall be compensated for the actual time worked, or a minimum of three hours, whichever is greater.

Non-sworn employees who are ordered to return to duty on other than their regular scheduled shift shall be compensated for the actual time worked, or a minimum of two (2) hours at time and one-half, whichever is greater. Actual hours worked or the minimum shall be counted as time worked for the purposes of computing overtime, excluding time off charged to sick leave.

- O. ADMINISTRATIVE LEAVE:** Positions designated as exempt per FLSA guidelines shall be credited on July 1 of each fiscal year with thirty-two (32) hours of administrative leave. Credited leave hours may be used at any time during the year with the approval of the Department Director/Manager and giving due consideration to the needs of the Department.

In the last payroll of each fiscal year employees covered hereunder shall be paid for all Administrative Leave hours credited by unused during the preceding year.

Exempt employees hired during or separating before the end of the fiscal year shall be credited administrative leave hours on a pro-rata basis based on the number of months of the fiscal year for which the individual is employed

- P. STAND-BY PAY:** Sworn personnel assigned as Detectives and Non-Sworn Police Services Representative shall receive stand-by pay when assigned to be on-call. On-call shall mean the employee must inform the City of his/her location at all times during the period of stand-by or carry a beeper by which the City can locate the employee immediately. Stand-by shall not apply to situations where an emergency call-out list exists, but only to those times when a specific individual employee is assigned to be on-call.

The employee is responsible for being able to be contacted during the stand-by period. If the employee is unable to be contacted or fails to respond to a call, the employee may be required to forfeit any stand-by pay for that day and may be subject to further disciplinary action.

Non-sworn police employees shall receive \$35.75 for any 24-hour period or portion thereof commencing 12.00 midnight and during which he/she will not be working a shift, and \$15.00 for any such period or portion thereof during which he/she works a shift.

A sworn employee assigned as a Detective shall receive \$100 for any weekend period he/she is placed on stand-by.

**Q. ADDITIONAL COMPENSATION FOR ASSIGNED WORK OUT OF CLASSIFICATION:**

Non-sworn employees assigned to work out of classification for a period in excess of thirty (30) consecutive calendar days shall be appointed on an acting basis to the classification being worked at that step representing at least a five percent (5%) salary increase but not to exceed the top step of the salary range of the assigned classification.

Effective with the first pay period for fiscal year 2004-05, employees assigned to work out of classification for a period in excess of ten (10) working days shall be appointed on an acting basis to the classification being worked at that step representing at least a five percent (5%) salary increase but not to exceed the top step of the salary range of the assigned classification.

**R. MILEAGE ALLOWANCE:** Non-sworn employees required to return to the civic center to participate in an evening meeting of a City Council, committee, or commission will be reimbursed for actual mileage between his/her principle residence and the civic center not to exceed twenty (20) miles per round trip per meeting. This provision shall not be construed so as to provide overtime for portal-to-portal travel.

**S. BILINGUAL PAY:** Employees who utilize Spanish or an Asian dialect or any other language which is used on a continual basis to communicate with members of the public on-the-job will receive seventy-five dollars (\$75) per month bilingual pay as outlined in Administrative Policy #3.15.

**T. OTHER ASSIGNMENTS:**

1. City of Monrovia sworn Police personnel will be provided the opportunity to work movie details as determined to be needed by the City within the City of Monrovia. As requests for such are received from film production companies, the Chief of Police will make every reasonable effort to contact individual employees to work these assignments on off-duty time.
2. The Chief of Police will notify the City of Arcadia Police Department that the City of Monrovia will have the right to have first opportunity to provide City of Monrovia sworn personnel for traffic duty for the traffic signals located at Fifth and Huntington and at the driveway to the Holiday Inn on all race days. In the event that adequate

coverage cannot be provided at these intersections by City of Monrovia sworn personnel, the City of Arcadia Police Department can then be contacted to provide traffic duty at these intersections.

**U. LONGEVITY/PERFORMANCE BONUS:**

1. Any employee who has completed five years of service to the end of the ten years of service, is at the top of his/her salary range, and meets departmental expectations related to productivity, leadership, and competency in accordance with this length of service is eligible to receive a performance bonus at the time of his/her annual evaluation of up to 1% of his/her annual salary.
2. Any employee who has completed ten years of service to the end of the fifteen years of service, is at the top of his/her salary range, and meets departmental expectations related to productivity, leadership, and competency in accordance with this length of service is eligible to receive a performance bonus at the time of his/her annual evaluation of up to 2% of his/her annual salary.
3. Any employee who has completed fifteen or more years of service, is at the top of his/her salary range, and meets departmental expectations related to productivity, leadership, and competency in accordance with this length of service is eligible to receive a performance bonus at the time of his/her annual evaluation of up to 3% of his/her annual salary.
4. Any employee who is promoted, reclassified or reassigned prior to the completion of the full twelve (12) month evaluation period will receive a portion of the longevity/performance bonus due provided they meet department expectations as indicated in Section U1-3:

Completion of:	6 to 9 months	= 50% of eligible amount
	9 to 11.99 months	= 75% of eligible amount

**SECTION X. UNIFORMS & EQUIPMENT**

**A. INITIAL UNIFORM ISSUE:**

1. Articles of uniform to be issued to newly appointed officers, the cost of which shall be paid by the City shall include the following:
  - a. Cap (1)
  - b. Shirts, long sleeve wool (2)
  - c. Shirts, short sleeve polyester (3)
  - d. Trousers, dress wool (2)
  - e. Trousers, work polyester (3)
  - f. Jacket, field (1)
  - g. Patches, shoulder (12)
  - h. Neckties (2)

- i. Rain suit (1)
  - j. Rain cap cover (1)
- 2. The City shall issue newly appointed non-sworn employees two (2) appropriate uniforms which shall be worn and maintained in a manner prescribed by the City

Articles of uniform provided by the City shall remain the property of the City. Specifications for uniforms shall be determined by the City.

**B. UNIFORM REPLACEMENT:**

The City of Monrovia Police Department shall replace up to two complete uniforms and one pair of duty shoes or boots made unfit for service because of normal use, a significant change in the member's weight, or accidental non-duty-related damage, per member, per year. Members shall receive "like kind" items, or reimbursement for authorized purchases of "like kind" items, as replacement for their worn out or damaged Class A, Class B, flight suit, Canine Officer, Motorcycle Officer, and task force uniform items, Monrovia Police Department polo shirts, duty jackets/sweaters and duty footwear, (shoes or boots).

"Like kind" shall be defined as the same material, quality and whenever possible, the same brand and model as the item being replaced.

**C. REPLACEMENT OR REPAIR OF PROPERTY OR PROSTHESIS DAMAGED OR DESTROYED IN THE LINE OF DUTY:** The City shall reimburse employees covered under this agreement for the value of repairing or replacing property necessarily worn or carried by the employee when such is damaged in the line of duty without fault of the employee

- 1. Claims for payment shall be filed with the City on forms to be provided by the City.
- 2. Excluding approved personal revolvers, claims for payment of damages to personal property shall not exceed \$100 with the exception that claims for repair or replacement of a personal bullet-proof vest shall not exceed \$200.
- 3. Claims for replacement or repair of an approved personal revolver carried in lieu of the service-issued revolver shall be replaced or repaired when such is damaged or destroyed in the line of duty without fault or negligence of the employee.

**SECTION XI. LEAVE PROVISIONS:**

**A. VACATIONS:**

- 1.
  - a. Permanent sworn employees covered under this agreement shall be entitled to annual vacation leave with pay pursuant to Sections 38634-37 of the government Code of the State of California as follows:

<u>Years of Service</u>	<u>Vacation Accrual</u>
1 through 6	88 hours per year
7 through 14	128 hours per year
15 and above	168 hours per year

Annual vacation leave shall be so scheduled so as to provide an employee with adequate calendar days off to conform with Sections 38634-37 of the Government Code of the State of California.

- b. Permanent non-sworn employees covered under this agreement shall be entitled to annual vacation leave with pay as follows:

<u>Years of Service</u>	<u>40-hr. Workweek</u>
1 through 6	80 hours per year
7 through 14	120 hours per year
15 and above	160 hours per year

- c. Accumulation: Vacation leave for sworn employees may be accumulated according to the following schedule.

<u>Years of Service</u>	<u>Maximum Vacation Accumulation</u>
1 through 6	176 hours per year
7 through 14	256 hours per year
15 and above	336 hours per year

- d. Accumulation: Vacation leave for non-sworn employees may be accumulated according to the following schedule for non-sworn employees:

<u>Years of Service</u>	<u>Maximum Vacation Accumulation</u>
1 through 6	160 hours per year
7 through 14	240 hours per year
15 and above	320 hours per year

No accumulation may be made beyond the limits provided herein except that the Chief of Police has the discretion to grant up to a three-month extension of such accumulation provided the employee puts such request in writing to the Chief of Police prior to reaching the maximum accrual, documenting the reason for the extension.

2. The times during a calendar year in which an employee may take annual vacation shall be determined by the department head with due regard to the employee's wishes and seniority, but with particular regard for the need of the department.
3. Employees whose employment is terminated after at least one year of service shall be paid in a lump sum for all accumulated vacation leave earned prior to the effective date of termination. Any employee whose employment is terminated for any reasons prior to the end of the first full year of employment shall be considered to have earned no vacation credit.
4. Employees reaching the maximum vacation accrual may receive pay for excess vacation hours accrued to a maximum of forty (40) hours each calendar year. Employees are encouraged to utilize their vacation to avoid reaching the maximum.

**B. HOLIDAYS:**

1. With the exception provided herein, holidays for employees covered under this agreement shall be as follows:
  - a. New Year's Day (January 1st)
  - b. Martin Luther King's Birthday (3rd Monday in January)
  - c. Washington's Birthday (3rd Monday in February)
  - d. Memorial Day (last Monday in May)
  - e. Fourth of July
  - f. Labor Day (1st Monday in September)
  - g. Veteran's Day (November 11th)
  - h. Thanksgiving Day
  - i. The Friday after Thanksgiving Day
  - j. December 25th

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

2. For the purposes of this section, a holiday shall be considered as ten (10) hours. Employees who work other than eight or ten hour shifts, e.g., 3/12 schedules, shall be credited with ten (10) hours for holidays worked and shall be charged for that time taken as a holiday, charging time taken in excess of ten (10) hours against compensating time off or vacation.
3. For employees working a 5/40 work week schedule whose work week schedule would include working on Friday and not working Saturday and Sunday, if any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be a holiday. Employees regularly scheduled to work on a holiday shall be eligible to receive compensating time off for the holiday if the holiday is worked.

4. If any of the preceding holidays fall on a Friday or Saturday and this is the employee's day off, the employee will receive ten (10) hours of holiday pay. If any of the preceding holidays fall on a Sunday and this is the employee's day off, the following Monday will be observed as a holiday.
5. Accumulation of holidays may not exceed 80 hours. Any hours in excess of 80 shall be paid in full in the payroll period during which the holiday occurred.

C. **SICK LEAVE:** Sick leave with pay shall not be considered as a privilege which an employee may use at his/her discretion, but may be allowed for any permanent full-time employee who is incapacitated from the performance of his or her duties by non-service connected illness or injury, by pregnancy, by public health requirements, or by death in immediate family as limited by Section XI, D, of this agreement

1. The employee may be required to file a physician's or dentist's statement, or a personal affidavit at the option of the employee with the Office of the Chief of Police stating the nature of the illness causing the absence before sick leave with pay will be granted. In all cases absences on sick leave for five (5) or more days shall require a doctor's certificate.
2. Permanent employees covered hereunder shall accrue 8 hours of sick leave for each month of service. Sick leave shall not be accrued while an employee is on leave without pay.
3. In any calendar year, an employee shall be permitted to use his/her accrued and available sick leave entitlement in an amount not more than the sick leave that would be accrued during six (6) months, to attend to an illness of his/her child, parent or spouse. All conditions and restrictions currently placed on the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his/her child, parent or spouse
4. For purposes of sick leave only, Employees may accumulate up to a total of 960 hours leave and no accumulated time shall be credited beyond this limit.

For the sole purpose of accumulating years of service credit under the PERS retirement system sickleave conversion benefit, an employee may accumulate up to a total of 1,200 hours leave. Records of such accumulation shall be kept and reported on a quarterly basis.

5. Probationary employees shall not be eligible for sick leave with compensation until after six months of satisfactory performance. At the end of six months, the employee shall be credited with 48 hours accrued sick leave.
6. Holidays occurring during sick leave shall not be counted as ten (10) hours of sick leave.

7. Notwithstanding any other resolution, order, rule, regulation, guideline, or policy to the contrary, upon separation from service with the City, for any reason, including but not limited to death, resignation, termination, retirement, no employee shall be entitled to compensation in any manner whatsoever for any unused sick leave accumulations.

- D. SICK LEAVE INCENTIVE PROGRAM:** Beginning December 1, 1996, any employee who uses \*two (2) days or less of sick leave from December 1 through November 30 of the following year and whose most recent performance evaluation indicates overall satisfactory performance will have the following options: a) receive twenty (20) hours of pay based on their current base salary rate, b) have twenty (20) hours of sick leave credited to their current sick leave bank, or c) have twenty (20) hours of compensatory time off (CTO) added to their current CTO bank (provided that adding this amount will not exceed the maximum allowable accrual of eighty (80) hours).

If the employee chooses to receive twenty (20) hours of pay, such payment will be made on the payday preceding Christmas. Such payment will only be made to persons who have been in the active employment of the City for the entire twelve (12) month period and actively in the employ of the City on the date of payment.

**\*Note:** Two (2) days for purposes of this Program shall be based on the employee's workday (i.e., two (2) days for Patrol personnel on 12.5 hour workday schedule shall equal twenty-five (25) hours, two (2) days for personnel on the 10-hour day work schedule shall equal twenty (20) hours.

- E. BEREAVEMENT LEAVE:** Permanent and probationary employees covered in this agreement shall be entitled to utilize up to forty (40) hours per calendar year as bereavement leave. Bereavement leave may be granted when the employee's absence from work is necessitated by a death in the immediate family (including natural, adopted, in-law, step, and half) which shall include: Spouse, parents, grandparents, children, and siblings.

Should employees request bereavement leave as caregiver for other than immediate family, or similar situation as described above, the Department Manager shall use his/her discretion to accommodate such requests, within the limits of staffing/work requirements. Such employee may be required to furnish proof of the relationship and/or of the death.

- F. OCCUPATIONAL DISABILITY:**

1. Sworn employees covered under this agreement shall receive disability compensation as prescribed by the State Workers' Compensation laws
2. Full-time non-sworn permanent employees disabled, temporarily or permanently by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, after completion of the applicable probationary period, to leave of absence with pay while so disabled, at the rate of 80% of base salary in lieu of temporary disability payments, if any, which would be payable under the State

Worker's Compensation Laws, for the period of such disability, but not exceeding 120 calendar days or until an earlier date that he/she is retired on permanent disability or terminated from employment

Salary as used in this section shall mean the base salary of the classification's salary range and at that step to which the employee is assigned exclusive of premium or assignment pay, overtime, holiday pay, uniform allowance, or any other supplemental or fringe benefits.

3. Any permanent full-time non-sworn employee covered hereunder who is entitled to temporary disability indemnity under the labor code and whose disability exceeds the limitations provided in Section 2 above may elect to apply his/her accumulated sickleave, or vacation after accumulated sickleave is exhausted, against the difference between the employee's disability benefit and the employee's base salary. In this case, the employee shall be paid full salary beyond the 120 day limitation in Section 2 to the extent that accrued sickleave is accumulated and the City shall receive any disability payment with the difference being offset against the employee's accumulated sickleave.

Upon the exhaustion of accumulated sick and/or vacation leave, the employee shall be entitled only to any disability benefits available.

During the pendency of any disability retirement case the employee affected may draw sickleave with pay to the extent of any sickleave accumulation. If the employee's accumulated sickleave credit is exhausted before the disability issue is settled, the employee may be placed on a leave of absence without pay or terminated at the discretion of the City. In the event that the disability issue is decided to be service related, proper adjustment of accumulated leave shall be made.

- G. **MILITARY LEAVE:** Military leave shall be granted in accordance with the provisions of Section 395 et seq of the California Military and Veteran's Code. All employees covered hereunder entitled to military leave shall give the department head adequate notice of requirement to report for duty and shall afford the City an opportunity within the limits of military regulations to determine when such leave shall be taken.
- H. **JURY LEAVE:** Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 15 working days and only during the period of such service or while necessarily being present in court as a result of such jury service. The employee may be required by the City to present a certificate of such jury service to the Office of the Chief of Police in order to be eligible for compensation. For the purpose of this section full pay shall be the employees base salary exclusive of premium pay or overtime.
- I. **UNAUTHORIZED LEAVE:** Employees covered under this agreement shall be in attendance at their work in accordance with the provisions regarding hours of work, holidays and leaves. Unauthorized leave of absence for any portion of a work day shall subject the employee to disciplinary action. An employee who is absent from work without authorization for one scheduled work shift shall be notified by the City by registered mail sent to his/her last known address that further absence shall be interpreted to be an implied resignation and shall result in a waiver of all rights, privileges and benefits afforded herein, provided however, that the employee shall have the right within four (4) days to file a written explanation to the department head which indicates the justification for the unauthorized absence. If it is determined that the employee's absence was justified and notification to the City was not possible, the employee may be reinstated to his/her position. Nothing herein shall be construed to limit the department's ability to discipline an employee who has been absent from duty without authorization.

## **SECTION XII. PROMOTIONAL PROCEDURES:**

- A. Promotions to positions covered under this agreement shall be effected pursuant to existing rules, regulations and procedures.
- B. Notices of promotional opportunities shall be posted on department work bulletin boards at least ten (10) calendar days prior to the deadline for submitting applications.
- C. The notice of promotional opportunity shall specify the title and pay of the classification for which examination is to be held, the nature of the work to be performed, the basic qualifications necessary to be eligible for consideration, the nature of tests to be utilized, the weighting to be assigned to each test process, and the general procedures for selection from the established eligibility list.

**SECTION XIII. OUTSIDE EMPLOYMENT:** No employee shall engage in any employment, activity, or enterprise that is inconsistent, incompatible or in conflict with his/her duties as a City employee. Prior to accepting outside employment and annually, the employee shall notify the

department of the nature and extent of such employment and obtain approval of the department head as outlined in Administrative Policy #3.16.

**SECTION XIV. RETIREMENT BENEFITS:**

**A. BASIC RETIREMENT:**

1. Effective July 1, 2001, the city shall provide all safety employees covered under this Agreement with that certain retirement program commonly known as 3% at Age 50 Formula," which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21362.2 of the California Government Code.
2. Effective as soon as practicable in fiscal year 2002-03, the City shall ~~continue to~~ provide non-sworn employees covered under this agreement with that certain retirement program commonly known as 2.7% at age 55 Formula", which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21354.5 of the California Government Code.

**B. ADDITIONAL RETIREMENT BENEFITS:**

1. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Retirement Credit in unused Sickleave" which is based on the conversion formula as set forth in the California Public Employees' Retirement System (PERS), Section 20862.8 of the California Government Code.
2. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "Third Level 59 Survivors Benefit" which based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS) Section 21380.7 of the California Government Code.
  - a. Effective July 1, 1996, or as soon as possible thereafter, the City shall provide non-sworn employees covered under this agreement with that certain retirement option program commonly referred to as "Fourth Level of 1959 Survivor Benefits Pursuant to Section 21382.5 in conjunction with Section 21373 "Continuation of Death Benefits After Remarriage of Survivor".
3. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Post Retirement/Survivor's Benefit Option" which is based on the schedule of benefits as provided in the California Public Employees' Retirement System (PERS), Sections 21263 and 21263.1.

4. Effective January 1, 1995, or as soon as possible thereafter, the City shall provide sworn personnel with the 3% Annual Cost of Living Allowance Increase for retiree option as provided in the California Public Employees' Retirement System (PERS), Section 21230
5. The City shall pay to each non-sworn employee governed hereunder an amount equivalent to the lesser of eight (8%) of base salary or the employee's regular percentage contribution to the Public Employees' Retirement System for those retirement benefits provided. Said contribution as a percentage shall be applied to each employees' base salary, excluding premium pay and overtime, and shall be paid to the Public Employees' Retirement System on behalf of each respective participating employee as a portion of such employee's required contribution. Said contributions shall be in accordance with all pertinent laws and regulations.
6. Effective July 1, 1993, the City shall pay to each sworn employee governed hereunder an amount equivalent to the lesser of nine (9.00%) of base salary or the employee's regular percentage contribution to the Public Employees' Retirement System for those retirement benefits provided. Said contribution as a percentage shall be applied to each employee's base salary, excluding premium pay and overtime, and shall be paid to the Public Employees' Retirement System on behalf of each respective participating employee as a portion of such employee's required contribution. Said contributions shall be in accordance with all pertinent laws and regulations
7. The City shall continue to provide that certain retirement option program commonly referred to as "Single Highest Year" which is based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS), Section 20024.2 of the California Government Code.
8. Effective July 1, 2005, all employees in this bargaining unit shall be entitled to participate in the PERS Employer-Paid Member Contribution (EPMC) Program. This will result in additional salary earnings being reported to PERS for retirement purposes

#### **SECTION XV. FRINGE BENEFITS:**

- A. MEDICAL BENEFITS:** The City shall pay a maximum of sixteen dollars (\$16.00) per month per employee to be used exclusively for the purchase of medical insurance benefits. Any cost of the coverage in excess of sixteen dollars (\$16.00) per month shall be borne by the individual employee

All employees must enroll in one of the medical plan options offered through the City unless they submit to the City both (1) proof of health coverage; and (2) sign a health insurance waiver.

Employees not purchasing medical insurance through the City shall not receive the contribution noted herein and above.

- B. **DENTAL BENEFITS:** The City agrees to contribute an amount equal to employee only indemnity/PPO coverage under the City's dental insurance program. Any additional costs of the plan shall be borne by the individual employee.

Employees not purchasing dental insurance through the City shall not receive the contribution noted herein and above.

- C. **VISION BENEFITS:** Effective September 1, 1999, the City agrees to contribute an amount equal to the employee only vision coverage under the City's vision insurance program. Any additional cost of the plan shall be borne by the individual employee.

All employees are required to maintain vision insurance coverage through the City

- D. **FRINGE BENEFIT CONTRIBUTION:** Effective with the first pay period for fiscal year 2003-04, the City shall provide a fringe benefit contribution per month per employee as "cafeteria monies" to spend on one or more City benefit plan in any of the following ways by the employee's selection: employee medical; dependent medical; employee dental; dependent dental; or cash (taxable) as follows:

Police Officer and classifications using this benchmark	\$650.00 per month
Police Sergeant	\$497.00 per month
Jailer and classifications using this benchmark	\$378.75 per month
Police Services Supervisor and Communications	
Crime Analysis & Technology Supervisor	\$516.00 per month
Information Systems Technician	\$507.00 per month
Administrative Secretary-Police	\$358.50 per month
Senior Administrative Clerk-Police	\$385.00 per month

Employees who fail to complete both of the requirements in Section A above shall not be allowed to utilize their cafeteria contributions for any other City plan.

- E. **PROHIBITION OF "DOUBLE COVERAGE":** The City may prohibit employees from adding another City employee as a dependent, or from being added to another City employee's City health plan(s) as a dependent.
- F. **TUITION REIMBURSEMENT:** Employees who complete job-related courses shall be reimbursed for tuition as outlined in Administrative Policy #305. Such policy shall be considered as part of this Agreement by reference and thus subject to the meet and confer process for any future amendments.

#### **SECTION XVI. PERS MEDICAL BENEFITS:**

##### **A. CESSATION OF MEDICAL BENEFITS UPON RETIREMENT:**

1. It is acknowledged by both parties that the intent in contracting with PERS is to provide health coverage for employees -- not for previously retired employees, nor for current or

future employees upon their eventual retirement. It is further acknowledged by the Association that the only reason retirees will be receiving any coverage paid for by the City is because it is required by PERS, and that neither party itself is seeking to cover retirees in this agreement.

The City reserves the unfettered and exclusive right to unilaterally cease the PERS medical benefits and neither the providing of said medical benefits, nor cessation of said medical benefits in any way creates or effects a vested right upon retirement. The Association understands that the City may further require every employee to sign an acknowledgment and waiver indicating that in accepting medical benefits through the PERS plan he or she acknowledges that the City can at any point cease such a benefit and is not obligated to replace it with a corresponding benefit that would provide for medical benefits for the employee at the time of retirement.

2. However, effective July 1, 2000, the City agrees to provide the following retiree medical benefit. Employees retiring after July 1, 2000, shall receive the following reimbursement for monthly medical premiums paid based on the following requirements.
  - a. The employee (and spouse if coverage is desired for spouse) must participate in the City's medical coverage prior to the date of retirement
  - b. Medical premium reimbursement will only be provided to employees participating in the City's medical coverage upon retirement.
  - c. Once retired, the retiree must maintain coverage through the City's medical plan to receive reimbursement.
  - d. Retiree medical premiums will be paid for the employee and spouse until the death for the lifetime of both parties provided they remain married until death.
  - e. The retiree/spouse must submit evidence of their monthly medical premium to the Human Resources Department to receive their monthly reimbursement.
  - f. Employees retiring with a minimum of fifteen (15) years of service shall receive a maximum monthly reimbursement of \$100.
  - g. Employees retiring with a minimum of twenty (20) years of service shall receive a maximum monthly reimbursement of \$200.
  - h. Employees retiring with a minimum of twenty-five (25) years of service shall receive a maximum monthly reimbursement of \$250.
  - i. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
3. Effective July 2003, the City shall convene a committee made up of all employee associations to develop a plan to fund retiree medical premiums. Such plan shall be implemented by June 2006, or sooner, with the understanding that what the City is able to provide may not fully fund the program.

**B. PAYMENT OF PERS CONTINGENCY RESERVE FEE:** The Association agrees that should PERS at any time in the future charge a contingency reserve fee, an amount

equivalent to the cost to the City shall be prorated for the bargaining unit and a corresponding downward adjustment shall be made in the amount of the City's monthly fringe benefit contribution.

- C. **WITHDRAWAL FROM PERS:** Should the City exercise its right to unilaterally withdraw from the PERS Medical Plan, the City agrees to meet and confer with the Association on the practical impact of such a change on employees.

**SECTION XVII. RE-HIRING OF EMPLOYEES:**

- A. **APPLICATION:** This section applies to employees who voluntarily terminate employment with the City and are re-hired within a four-month time period. The benefits of this section may be applied only once.
- B. **BENEFITS:** Any employee who voluntarily leaves City employment and is re-hired within a period not to exceed four months shall return at the same pay scale and seniority, with regard to vacation accrual rate and shift selection, as was in effect at the time of departure. However, the employee may not return to any previous rank or special assignment held before his departure from the City. A re-hired employee meeting the qualifications of Subsection A above shall be subject to a probationary period of six months.
- C. **EXCEPTIONS:** If an employee leaves the department a second time and is re-hired, he is only guaranteed the right to a six-month probationary period. If the re-hiring occurs more than four-months after the employee's last day of work, the employee shall be treated as a newly hired employee in all respects.
- D. **ADMINISTRATIVE POLICY:** The City shall develop an administrative policy incorporating these new guidelines.

**SECTION XVIII. SEVERABILITY:** Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum shall remain in full force and effect for the duration of this Memorandum of Understanding.

**SECTION XIX. FULL UNDERSTANDING:** This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety

It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for the City to make changes in rules or procedures affecting the employees covered by this agreement.

In the event the City changes a written rule or procedure, it shall notify the Association of such change. Upon request, the City will meet and confer with the Association on the impact that such change will have on the employees covered by this agreement.

During the life of this agreement, the Association voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this agreement or not during the term of this agreement.

All changes contained in this Memorandum of Understanding are to be effective beginning of the first pay period of the 2006-07 fiscal year, effective the 25<sup>th</sup> day of June 2006, unless specified as otherwise within this Agreement.

MONROVIA POLICE OFFICERS' ASSOCIATION:

CITY OF MONROVIA

\_\_\_\_\_  
Alex Perenishko

\_\_\_\_\_  
Theresa St. Peter

\_\_\_\_\_  
Rob Wilken

\_\_\_\_\_  
Esther Ramirez

\_\_\_\_\_  
Wendy Martinez

\_\_\_\_\_  
Nels Ortlund

SALARY SCHEDULE "G"

Effective June 25, 2006

Range No	Classification	A	B	C	D	E	F
1	Police Recruit	\$ 4,901	\$ 5,146	\$ 5,403			
		\$ 2,261 85	\$ 2,374 95	\$ 2,493 69			
		\$ 28 27	\$ 29 69	\$ 31 17			
2	Police Services Representative	\$ 2,808	\$ 2,949	\$ 3,096	\$ 3,251	\$ 3,413	\$ 3,584
		\$ 1,296 07	\$ 1,360 88	\$ 1,428 92	\$ 1,500 37	\$ 1,575 38	\$ 1,654 15
		\$ 16 20	\$ 17 01	\$ 17 86	\$ 18 75	\$ 19 69	\$ 20 68
3	Senior Administrative Clerk - Police	\$ 3,026	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862
		\$ 1,396 61	\$ 1,466 44	\$ 1,539 76	\$ 1,616 75	\$ 1,697 58	\$ 1,782 46
		\$ 17 46	\$ 18 33	\$ 19 25	\$ 20 21	\$ 21 22	\$ 22 28
4	Parking Control Officer	\$ 3,063	\$ 3,216	\$ 3,377	\$ 3,546	\$ 3,723	\$ 3,909
		\$ 1,413 60	\$ 1,484 28	\$ 1,558 50	\$ 1,636 42	\$ 1,718 24	\$ 1,804 15
		\$ 17 67	\$ 18 55	\$ 19 48	\$ 20 46	\$ 21 48	\$ 22 55
5	Jailer	\$ 3,148	\$ 3,306	\$ 3,471	\$ 3,644	\$ 3,827	\$ 4,018
		\$ 1,453 02	\$ 1,525 67	\$ 1,601 95	\$ 1,682 05	\$ 1,766 15	\$ 1,854 46
		\$ 18 16	\$ 19 07	\$ 20 02	\$ 21 03	\$ 22 08	\$ 23 18
6	Community Service Officer	\$ 3,234	\$ 3,395	\$ 3,565	\$ 3,743	\$ 3,930	\$ 4,127
		\$ 1,492 44	\$ 1,567 06	\$ 1,645 41	\$ 1,727 68	\$ 1,814 07	\$ 1,904 77
		\$ 18 66	\$ 19 59	\$ 20 57	\$ 21 60	\$ 22 68	\$ 23 81
7	Police Communications Operator	\$ 3,327	\$ 3,493	\$ 3,668	\$ 3,851	\$ 4,044	\$ 4,246
		\$ 1,535 47	\$ 1,612 24	\$ 1,692 86	\$ 1,777 50	\$ 1,866 37	\$ 1,959 69
		\$ 19 19	\$ 20 15	\$ 21 16	\$ 22 22	\$ 23 33	\$ 24 50
8	Administrative Secretary-Police	\$ 3,466	\$ 3,640	\$ 3,822	\$ 4,013	\$ 4,213	\$ 4,424
		\$ 1,599 84	\$ 1,679 83	\$ 1,763 82	\$ 1,852 01	\$ 1,944 62	\$ 2,041 85
		\$ 20 00	\$ 21 00	\$ 22 05	\$ 23 15	\$ 24 31	\$ 25 52
9	Lead Parking Control Officer	\$ 3,394	\$ 3,564	\$ 3,742	\$ 3,929	\$ 4,126	\$ 4,332
		\$ 1,566 57	\$ 1,644 90	\$ 1,727 14	\$ 1,813 50	\$ 1,904 18	\$ 1,999 38
		\$ 19 58	\$ 20 56	\$ 21 59	\$ 22 67	\$ 23 80	\$ 24 99
10	Information Systems Technician	\$ 3,998	\$ 4,197	\$ 4,407	\$ 4,628	\$ 4,859	\$ 5,102
		\$ 1,845 02	\$ 1,937 27	\$ 2,034 14	\$ 2,135 85	\$ 2,242 64	\$ 2,354 77
		\$ 23 06	\$ 24 22	\$ 25 43	\$ 26 70	\$ 28 03	\$ 29 44
11	Police Officer	\$ 4,404	\$ 4,624	\$ 4,856	\$ 5,098	\$ 5,353	\$ 5,621
		\$ 2,032 71	\$ 2,134 34	\$ 2,241 06	\$ 2,353 11	\$ 2,470 77	\$ 2,594 31
		\$ 25 41	\$ 26 68	\$ 28 01	\$ 29 41	\$ 30 89	\$ 32 43
12	Police Services Supervisor	\$ 4,639	\$ 4,871	\$ 5,115	\$ 5,371	\$ 5,639	\$ 5,921
		\$ 2,141 20	\$ 2,248 26	\$ 2,360 67	\$ 2,478 70	\$ 2,602 64	\$ 2,732 77
		\$ 26 77	\$ 28 10	\$ 29 51	\$ 30 98	\$ 32 53	\$ 34 16
13	Agent/Detective Assignment	\$ 4,645	\$ 4,877	\$ 5,121	\$ 5,377	\$ 5,646	\$ 5,928
		\$ 2,143 73	\$ 2,250 91	\$ 2,363 46	\$ 2,481 63	\$ 2,605 71	\$ 2,736 00
		\$ 26 80	\$ 28 14	\$ 29 54	\$ 31 02	\$ 32 57	\$ 34 20
14	Police Sergeant	\$ 5,614	\$ 5,895	\$ 6,189	\$ 6,499	\$ 6,824	\$ 7,165
		\$ 2,591 06	\$ 2,720 61	\$ 2,856 64	\$ 2,999 48	\$ 3,149 45	\$ 3,306 92
		\$ 32 39	\$ 34 01	\$ 35 71	\$ 37 49	\$ 39 37	\$ 41 34
15	Communications, Crime Analysis & Technology Supervisor	\$ 5,828	\$ 6,119	\$ 6,425	\$ 6,746	\$ 7,084	\$ 7,438
		\$ 2,689 79	\$ 2,824 27	\$ 2,965 49	\$ 3,113 76	\$ 3,269 45	\$ 3,432 92
		\$ 33 62	\$ 35 30	\$ 37 07	\$ 38 92	\$ 40 87	\$ 42 91

SALARY SCHEDULE "G"

Effective December 24, 2006

Range No	Classification	A	B	C	D	E	F
2	Police Services Representative	\$ 2,839	\$ 2,981	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623
		\$ 1,310 18	\$ 1,375 69	\$ 1,444 47	\$ 1,516 69	\$ 1,592 53	\$ 1,672 15
		\$ 16 38	\$ 17 20	\$ 18 06	\$ 18 96	\$ 19 91	\$ 20 90
3	Senior Administrative Clerk - Police	\$ 3,046	\$ 3,198	\$ 3,358	\$ 3,526	\$ 3,702	\$ 3,887
		\$ 1,405 65	\$ 1,475 93	\$ 1,549 72	\$ 1,627 21	\$ 1,708 57	\$ 1,794 00
		\$ 17 57	\$ 18 45	\$ 19 37	\$ 20 34	\$ 21 36	\$ 22 43
4	Parking Control Officer	\$ 3,096	\$ 3,251	\$ 3,414	\$ 3,585	\$ 3,764	\$ 3,952
		\$ 1,429 15	\$ 1,500 61	\$ 1,575 64	\$ 1,654 42	\$ 1,737 14	\$ 1,824 00
		\$ 17 86	\$ 18 76	\$ 19 70	\$ 20 68	\$ 21 71	\$ 22 80
5	Jailer	\$ 3,183	\$ 3,342	\$ 3,509	\$ 3,684	\$ 3,869	\$ 4,062
		\$ 1,468 93	\$ 1,542 38	\$ 1,619 50	\$ 1,700 47	\$ 1,785 49	\$ 1,874 77
		\$ 18 36	\$ 19 28	\$ 20 24	\$ 21 26	\$ 22 32	\$ 23 44
6	Community Service Officer	\$ 3,269	\$ 3,432	\$ 3,604	\$ 3,784	\$ 3,973	\$ 4,172
		\$ 1,508 71	\$ 1,584 15	\$ 1,663 35	\$ 1,746 52	\$ 1,833 85	\$ 1,925 54
		\$ 18 86	\$ 19 80	\$ 20 79	\$ 21 83	\$ 22 92	\$ 24 07
7	Police Communications Operator	\$ 3,364	\$ 3,532	\$ 3,708	\$ 3,894	\$ 4,089	\$ 4,293
		\$ 1,552 47	\$ 1,630 09	\$ 1,711 59	\$ 1,797 17	\$ 1,887 03	\$ 1,981 38
		\$ 19 41	\$ 20 38	\$ 21 40	\$ 22 47	\$ 23 59	\$ 24 77
9	Lead Parking Control Officer	\$ 3,432	\$ 3,603	\$ 3,784	\$ 3,973	\$ 4,171	\$ 4,380
		\$ 1,583 93	\$ 1,663 12	\$ 1,746 28	\$ 1,833 59	\$ 1,925 27	\$ 2,021 54
		\$ 19 80	\$ 20 79	\$ 21 83	\$ 22 92	\$ 24 07	\$ 25 27
8	Administrative Secretary-Police	\$ 3,488	\$ 3,663	\$ 3,846	\$ 4,038	\$ 4,240	\$ 4,452
		\$ 1,609 97	\$ 1,690 46	\$ 1,774 99	\$ 1,863 74	\$ 1,956 92	\$ 2,054 77
		\$ 20 12	\$ 21 13	\$ 22 19	\$ 23 30	\$ 24 46	\$ 25 69
10	Information Systems Technician	\$ 4,008	\$ 4,208	\$ 4,419	\$ 4,639	\$ 4,871	\$ 5,115
		\$ 1,849 72	\$ 1,942 21	\$ 2,039 32	\$ 2,141 29	\$ 2,248 35	\$ 2,360 77
		\$ 23 12	\$ 24 28	\$ 25 49	\$ 26 77	\$ 28 10	\$ 29 51
1	Police Recruit	\$ 4,929	\$ 5,175	\$ 5,434			
		\$ 2,274 83	\$ 2,388 57	\$ 2,508 00			
		\$ 28 44	\$ 29 86	\$ 31 35			
11	Police Officer	\$ 4,429	\$ 4,651	\$ 4,883	\$ 5,127	\$ 5,384	\$ 5,653
		\$ 2,044 28	\$ 2,146 49	\$ 2,253 82	\$ 2,366 51	\$ 2,484 84	\$ 2,609 08
		\$ 25 55	\$ 26 83	\$ 28 17	\$ 29 58	\$ 31 06	\$ 32 61
12	Police Services Supervisor	\$ 4,639	\$ 4,871	\$ 5,115	\$ 5,371	\$ 5,639	\$ 5,921
		\$ 2,141 20	\$ 2,248 26	\$ 2,360 67	\$ 2,478 70	\$ 2,602 64	\$ 2,732 77
		\$ 26 77	\$ 28 10	\$ 29 51	\$ 30 98	\$ 32 53	\$ 34 16
13	Agent/Detective Assignment	\$ 4,671	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
		\$ 2,156 02	\$ 2,263 82	\$ 2,377 02	\$ 2,495 87	\$ 2,620 66	\$ 2,751 69
		\$ 26 95	\$ 28 30	\$ 29 71	\$ 31 20	\$ 32 76	\$ 34 40
14	Police Sergeant	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,512	\$ 6,837	\$ 7,179
		\$ 2,596 12	\$ 2,725 93	\$ 2,862 23	\$ 3,005 34	\$ 3,155 60	\$ 3,313 38
		\$ 32 45	\$ 34 07	\$ 35 78	\$ 37 57	\$ 39 45	\$ 41 42
15	Communications, Crime Analysis & Technology Supervisor	\$ 5,869	\$ 6,163	\$ 6,471	\$ 6,795	\$ 7,134	\$ 7,491
		\$ 2,708 95	\$ 2,844 40	\$ 2,986 62	\$ 3,135 95	\$ 3,292 75	\$ 3,457 38
		\$ 33 86	\$ 35 56	\$ 37 33	\$ 39 20	\$ 41 16	\$ 43 22

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) §  
CITY OF MONROVIA           )

I, LINDA B. PROCTOR, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2006-74 relating to amending the Personnel Rules and Regulations, Appendix "G" was duly adopted and passed at a regular meeting of the City Council on the 7th day of November, 2006 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

\_\_\_\_\_  
Linda B. Proctor, MMC, City Clerk  
City of Monrovia

**RESOLUTION 2006-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "F" TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN HOURLY EMPLOYEES FOR FISCAL YEAR 2006-07**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of police employee compensation and benefits and such system provides for a classification and pay plan to equitably compensate hourly employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of hourly employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia that Appendix "F" of Resolution 77-24, the Personnel Rules and Regulations is hereby amended to adjust compensation and other supplemental benefits for certain hourly employees as indicated in the attached Salary Schedule for Appendix "F".

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Monrovia, held on the 7th day of November 2006, by the following roll call vote:

**PASSED, APPROVED AND ADOPTED** this 7th day of November 2006 by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
EXCUSED:**

BY:

\_\_\_\_\_  
Rob Hammond, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda B. Proctor, MMC, City Clerk  
City of Monrovia

\_\_\_\_\_  
Craig A. Steele, City Attorney  
City of Monrovia

**HOURLY EMPLOYEES  
FISCAL YEAR 2006-07**

**APPENDIX F**

	<u>No.</u>
SECTION I .....	F-1
SECTION II .....	F-1
SECTION III .....	F-1
SECTION IV .....	F-1
SALARY SCHEDULE F .....	F-2

## **APPENDIX F**

### **SECTION I**

Hourly employees as provided herein shall be compensated pursuant to the attached schedule F

### **SECTION II**

Temporary full-time, temporary hourly, and regular part-time employees may be appointed to positions included in the General Classification Plan, if appointment to a classification in Section I of this appendix is not appropriate. Excepting regular part-time appointments, employees appointed from the General Classification Plan shall be compensated at the hourly equivalent rate of the appropriate step as determined by the department head, with approval of the City Manager. Regular part-time employees assigned to a position in the General Classification Plan shall, for purposes of compensation, be governed by Section II of the Appendix.

### **SECTION III**

The application and administration of the hourly salary schedule shall be pursuant to applicable department policy as approved by the City Manager.

### **SECTION IV**

Hourly employees shall not be eligible for supplemental benefit compensation, except as prescribed by State and/or Federal law.

SALARY SCHEDULE "F"

Effective January 1, 2007

Range No	Classification	1	2	3	4	5	6
1	Library Page	\$ 7 52	\$ 7 90	\$ 8 29	\$ 8 71		
2	Recreation Leader I	\$ 7 57	\$ 7 94	\$ 8 34	\$ 8 76		
3	Crossing Guard	\$ 7 50	\$ 7 88	\$ 8 27	\$ 8 69	\$ 9 12	\$ 9 58
4	Office Aide	\$ 7 74	\$ 8 13	\$ 8 54	\$ 8 96	\$ 9 41	\$ 9 88
5	Lifeguard	\$ 9 02	\$ 9 47	\$ 9 95			
6	Recreation Leader II	\$ 8 23	\$ 8 65	\$ 9 08	\$ 9 53	\$ 10 01	\$ 10 51
7	Lifeguard/Instructor	\$ 10 37	\$ 10 89	\$ 11 43			
8	Police Cadet	\$ 9 29	\$ 9 76	\$ 10 24	\$ 10 76	\$ 11 29	\$ 11 86
9	Maintenance Aide	\$ 9 65	\$ 10 13	\$ 10 64	\$ 11 17	\$ 11 73	\$ 12 31
10	Library Clerk	\$ 9 95	\$ 10 45	\$ 10 97	\$ 11 52	\$ 12 09	\$ 12 70
11	Assistant Pool Manager/	\$ 11 95	\$ 12 55	\$ 13 17			
12	Intern	\$ 10 46	\$ 10 98	\$ 11 53	\$ 12 10	\$ 12 71	\$ 13 34
13	Recreation Specialist	\$ 10 67	\$ 11 21	\$ 11 77	\$ 12 35	\$ 12 97	\$ 13 62
14	Pool Manager	\$ 13 73	\$ 14 42	\$ 15 14	\$ 15 90	\$ 16 69	\$ 17 53
15	Parks Specialist	\$ 14 64	\$ 15 37	\$ 16 14	\$ 16 95	\$ 17 79	\$ 18 68
16	Management Assistant	\$ 16 30	\$ 17 12	\$ 17 97	\$ 18 87	\$ 19 82	\$ 20 81

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    ) §  
CITY OF MONROVIA            )

I, LINDA B. PROCTOR, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2006-75 relating to amending the Personnel Rules and Regulations, Appendix "F" was duly adopted and passed at a regular meeting of the City Council on the 7th day of November, 2006 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Linda B. Proctor, MMC, City Clerk  
City of Monrovia