

SEIU Local 721
City of Compton

Maintenance and Trades

Memorandum of Understanding

**July 1, 2014,
through
June 30, 2016**



MEMORANDUM
OF
AGREEMENT
CITY OF COMPTON, A MUNICIPAL
CORPORATION
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #721,
MAINTENANCE AND TRADES UNIT

JULY 1, 2014

TO

JUNE 30, 2016

PREAMBLE

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This Memorandum of Understanding has been prepared pursuant to the terms of Government Code, Section 3500, which is hereby incorporated by reference as is fully set forth herein, and has been executed by the City Manager on behalf of the City Council of the City of Compton, hereinafter referred to as the City, and by the Service Employees International Union, Local #721 (SEIU), Maintenance and Trades Unit hereinafter referred to as Union, on behalf of all employees **as described in Article 1** occupying position-classification set forth in Article 19. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or affect whatsoever, unless or until ratified and approved by resolution duly adopted by the City Council of the City of Compton.

The Personnel Rules and Regulations adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this Agreement prevail where provisions are inconsistent.

ARTICLE 1. RECOGNITION

Service Employees International Union, Local #721, Maintenance and Trades (SEIU) is hereby acknowledged by the City as the recognized employee organization representing all permanent and full-time employees who occupy classified positions within the Maintenance and Trades Unit. The Unit, as presently established, consists of the classifications shown in Article 19.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or organization or executive order. The City agrees to consult with the Union on all classification specifications determined to be within the internal and occupational community of interest to the Union. In the event that the Union disputes the City's determination of community of interest and appropriate unit, the matter will be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation resolving the dispute.

ARTICLE 3. PAYROLL DEDUCTIONS

A. Payroll Deductions for Union Membership Dues

It is mutually agreed that the City will deduct union membership dues and assessments twice each month, in an amount certified to be current and correct by the Treasurer of the Union from the pay of those employees who individually authorize, in writing on the City's form, that such deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force

and effect as specified in Council Resolution Number 10,471.

B. Voluntary Contributions to SEIU Local 721 Political Action Fund

Bargaining unit members may make voluntary political contributions to the SEIU Local 721 Political Action Fund through payroll deductions. **Bargaining unit members** wishing to make such contributions shall do so on an authorization card that the Union shall furnish. The card will clearly indicate that: 1) purpose of the payroll deduction is to contribute to the SEIU Local 721 Political Action Fund; and 2) the contribution is totally voluntary. Notwithstanding any other provision in this Agreement, any authorization for political contributions to the SEIU Local 721 Political Action Fund may be revoked at any time.

C. Hold Harmless

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of dues, deductions, or transmittal of such funds to the Union.

D. Agency Shop Agreement

1. All permanent, non-probationary, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of this Agreement, and who chose not to become members of the Union, shall be required to pay to the Union, as a condition of employment, a representation service fee that represents each such **bargaining unit member's** proportionate share of the Union's cost of meeting and conferring and administering this Agreement, beginning 60 days after this agency shop agreement comes into effect as described in this agreement, or after an employee attains such status, or after the union has provided such employees and the City with the legally requisite expenditure information described below, whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to deduct such fees, in accordance with the law and the provisions of this

section, through a bi-weekly payroll deduction.

2. The representation service fee arrangement provided by this section may be rescinded by a majority vote determined in a secret ballot election in which all employees in the unit are eligible to vote provided that: 1) a request for such vote is supported by a petition containing the signatures of at least 30% of all **bargaining unit members** ; and 2) the vote may be taken at any time during or after the term of this Agreement, but in no event shall there be more than one vote taken during any calendar year. The sufficiency of a petition shall be determined, and the election shall be conducted, by the State Mediation and Conciliation Service if the Union and the City cannot agree on the selection of another neutral person or entity to conduct the election. The Union and the City shall split the costs, if any, for conducting such an election.
3. **A bargaining unit member** who is subject to the payment of a representation service fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Union members, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Agreement.
4. The Union shall be fully responsible for expending funds received under this article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues, which are applicable to public sector labor organizations. Prior to a **bargaining unit member** having any obligations to pay a representation service fee hereunder, the Union shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section

3546.5 shall satisfy this requirement. The Union agrees to update and provide this financial information to employees and the City on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Union is directly or indirectly affiliated and to whom the Union transmits a portion of its dues and/or representation service fee funds.

5. The Union shall make available, at its expense, an expeditious administrative appeals procedure to **bargaining unit members** who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the Union and the objecting **bargaining unit member(s)**. The Union shall make available a copy of such procedure to **bargaining unit members** and the City prior to the time that any employee becomes subject to the payment of representation service fees.
6. Any **bargaining unit member** who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to pay the representation service fees described in this section. This exemption shall not be granted unless and until such **bargaining unit member** has certified his or her bona fide membership under penalty of perjury. Such employee must, instead arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. Proof of such payments shall be submitted to the City on a monthly basis as a condition of continued exemption from the representation service fee requirement.
7. When an authorized agent of the City is served with written notice by a **bargaining unit member** or **members**, or by the Union, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Union obligations; or 2) the

bargaining unit member exemption described in this section, the City and/or the Union shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The City shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of a legally binding settlement agreement between the **bargaining unit member(s)** and the Union, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent jurisdiction. The sole obligation of the City with respect to such disputes is as set forth in this paragraph. The City shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the Union shall pay the City's attorneys' fees and costs, as further described in this section.

8. Whenever a **bargaining unit member** shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the **bargaining unit member** and the City's **Human Resources** Director written notice thereof, which notice shall give the **bargaining unit member** 15 days to cure the delinquency. In the event the **bargaining unit member** fails to cure said delinquency the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.
9. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when a **bargaining unit member** is an unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, a **bargaining unit member's** failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination.

10. The parties acknowledge that the **Bargaining Unit** does not contain management, supervisory, confidential or peace officer employees, and that the law precludes the parties from applying agency shop requirements to such employees.
11. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
12. The representation service fee obligations described in this section shall continue in effect, unless rescinded pursuant to the procedure described in this section, for only as long as the Union is the recognized collective bargaining representative of those in the **Bargaining Unit**, notwithstanding the expiration of the Agreement between the City and the Union.
13. The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. The Union's indemnify liability obligation is more fully set forth as follows:
 - a. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Association shall not diminish the Union's defense and indemnification obligations under this Agreement.
 - b. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action

and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union.

The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

ARTICLE 4. NON DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, physical handicap, national origin, ancestry, political affiliation of union activities as defined by applicable sections of California Government Code (MMBA).

ARTICLE 5. BULLETIN BOARDS/POSTING OF NOTICES

The City agrees to maintain space for suitable convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting.

ARTICLE 6. PERSONAL LEAVE

Each **bargaining** unit member shall be allowed to designate up to 45 hours of accrued sick leave as personal leave per calendar year. **Bargaining unit members** shall be allowed to use this leave for personal business, **bargaining unit members** shall give at least one (1) days notice, where possible, of any intended use of personal leave. The only specific prohibition is that it cannot be used to provide for the three (3) day waiting

period for workers' compensation claims. Personal leave days may not be accumulated from year to year.

ARTICLE 7. BEREAVEMENT LEAVE

In the event of a death in the immediate family ("immediate family" shall mean the spouse, father, current father-in-law, mother, current mother-in-law, son, daughter, brother or sister of the employee, grandmother and grandfather, stepchildren, stepmother and stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), or the death of a relative residing in the employee's household at the time of death, a **bargaining unit member** shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days. If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of sick leave to cover the absence from work.

In the event of the death of a relative not considered in the immediate family, a bargaining unit member shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is not accrued sick time, the **bargaining unit member** should then request vacation in accordance with the vacation procedures. The City reserves the right to verify leave taken pursuant to this section.

ARTICLE 8. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from the service due to termination for any reason other than disciplinary causes, every **bargaining unit member** shall be entitled to receive as severance pay (calculated at the final level of

compensation), a proportion of sick leave accrual in accordance with the following schedule.

Severance Pay Proportion of Sick

<u>Length of Service</u>		<u>Leave Bank</u>
	<u>Up to 800 hrs.</u>	<u>Over 800 hrs</u>
0-4 years	10%	0%
5 – 10 years	25%	0%
10 – 14 years	50%	25%
15 – 19 years	75%	50%
20 – 24 years	100%	75%
25 plus	100%	100%

Bargaining unit members hired on or after July 1, 2014 shall not be entitled to the 0-4 years benefit.

- A. After payment of the severance amount calculated as described above, all accumulated sick leave shall permanently be lost, and no other payments shall be made to any other employee in lieu thereof.
- B. Severance pay will be granted only one time during the lifetime of any one employee.
- C. The total severance pay to which each **bargaining unit member** may be entitled based upon this Rule shall be actually paid in installments on each regular City pay day in an amount not in excess of the compensation to which the employee would have been entitled if still employed, until the entire severance pay entitlement has been exhausted.

ARTICLE 9. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the

Kaiser Los Angeles Region Family rate. The City's actual contribution for each **bargaining unit member** shall be based upon the **bargaining unit member's** enrollment in a plan provided through the City's contract with Public Employees Retirement System (PERS) and status as:

1. Employee only
2. Employee and 1 dependent
3. Employee and 2 or more dependents

At the City's request, **bargaining unit** members shall submit verifiable proof of dependence for any one they seek to cover. Acceptable proof includes, but not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all **bargaining unit members** who are currently enrolled as well as new hires.

B. Dental Insurance

1. For the term of this Agreement, the City shall provide full payment for Citywide pre-paid plans. Dental coverage is available for employees and eligible dependents.
2. It is specifically understood that **bargaining unit members** shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in or in excess of the citywide basic plan through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "1" and the Unit member's responsibilities in paragraph "2."

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to unit members.

D. Life Insurance

The City shall provide life insurance for **bargaining unit members** in the amount of \$40,000.

- E. The City shall not contribute toward any benefits when the **bargaining unit member** is on unpaid status, or is on suspension during the time the deductions are to be made, except as provided by law.

- F. Vision Insurance

The City shall provide a citywide vision plan. Vision Coverage is available for employees and eligible dependents. The coverage will become effective upon acceptance by the carrier selected by the City.

- G. Administration of Fringe Benefits

The City reserves the right to select, change, administer or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of this Agreement. In the administration of fringe benefit programs involving insurance, the City shall have the right to select any insurance carrier or other method providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any employee covered by this Agreement unless agreed to by both parties.

- H. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10, 471 negotiates an increase in the health insurance benefits described in the Article for another City bargaining unit, the City will provide that increased benefit to unit members on the same terms and conditions that apply to the other unit.

I. Reopener

Either the City and/or SEIU may reopen this memorandum of agreement effective July 1, 2014 for the purpose of adjustment to health and welfare benefits.

ARTICLE 10. STANDBY/CALLBACK

Additional compensation shall be paid to **bargaining unit members** assigned to be on call for emergency maintenance or repair work during periods other than normal working hours. The rate of pay for a **bargaining unit member** on standby status who responds to all Calls shall be \$25.00 per day of standby.

Overtime work performed during a callback period shall be paid at the rate of one and one-half times the straight time hourly rate for the time worked, exclusive of such standby premium.

During the standby period (provided the **bargaining unit member** makes himself available and responds to all calls for emergency work), the **bargaining unit member** so assigned will receive the weekly standby premium for the entire period. **Bargaining unit** employees of this Unit shall serve standby assignments when requested by the department manager. A **bargaining unit member** who is found to be unavailable, or who does not respond to an emergency call, shall not qualify for standby pay for the entire standby period except in cases where he has notified his supervisor in advance of an emergency which will prevent his responding. In that event, the **bargaining unit member** shall be compensated only for the prorated portion of the entire weekly standby period for which he was available. The City will furnish two mechanical beepers or equivalent devices for **bargaining unit members** serving standby duty.

The City and the bargaining unit agree to discuss this article during the quarterly meetings in accordance with Article 29 of this MOA.

ARTICLE 11. OVERTIME

Whenever a **bargaining unit member** is required by the City to work on a recognized holiday, the City agrees to compensate at two-and-one-half times the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If a **bargaining unit member** uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the **bargaining unit member** does not provide verification of sickness, he is paid at double the **bargaining unit member's** employee's regular hourly rate for all hours worked on the specified holiday.

Bargaining unit members of this unit will receive cash payment at the rate of one-and-one-half times the **bargaining unit member's** regular rate for all hours in paid status over forty (40) hours per week, or at the **bargaining unit member's** discretion by compensatory time off (up to a maximum of 150 hours).

Bargaining unit members who have accumulated comp time in excess of 150 hours as of the ratification of this agreement will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending 12:00 Midnight the following Saturday. Given reasonable notice, **bargaining unit members** of this unit shall perform overtime work as requested by the department manager. Request for the use of

compensatory time accrued under previous agreements and this agreement must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the **bargaining unit member** and the supervisor.

ARTICLE 12. HIGHER JOB CLASSIFICATION

All **bargaining unit members** shall receive move up pay after a one-time completion of a 10-day training period in any higher job classification. For purposes of this Article, all **bargaining unit members** of the bargaining unit would start with no official training time recorded as of the adoption of this agreement. No prior acting assignments will be counted toward satisfying the 10-day training requirement for higher job classifications.

For purposes of this Article, an acting or move up assignment must be initiated by a personnel action form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 10 days move up or acting assignment in any/each higher job classification will satisfy the requirement of the training period.

After the successful completion of the 10-day training period whenever a **bargaining unit member** of the unit is given an acting assignment to that position, the **bargaining unit members** shall receive compensation fixed by the **bargaining unit member's** department manager.

The compensation shall be fixed within the higher salary range for the position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the **bargaining unit member's** regular base salary.

ARTICLE 13. HOURS OF WORK

Continuous job schedules apply to those jobs or assignments which must be performed in whole or in part on each day of the year, with work days scheduled in conformity with past practice according to the particular job or assignment involved and with two (2) scheduled days of rest within each seven (7) day work week, or four (4) scheduled days of rest within each 14 day pay period.

In cases where inclement weather prevents **bargaining unit members** of this unit from performing his/her regular assigned duties and/or tasks, the City will make every reasonable effort to assign such **bargaining unit members** to other related work. If in the event no work is available or if assigning other related work prevents other **bargaining unit members** from performing their regular assigned duties, the City retains the right to dismiss **bargaining unit members** for lack of work.

Bargaining unit members under this provision may be assigned to other divisions or departments as needed before being dismissed for lack of work. Under this provision, **bargaining unit members** may be assigned work out of their respective classifications with no adjustment either upward or downward in compensation and benefits.

A **bargaining unit member**, who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him, shall receive four hours of straight time pay at his regular hourly rate for so reporting. This reporting pay provision shall not apply if the **bargaining unit member** was advised at least two (2) hours in advance that there would be no work, or was not reasonably

available to receive such notice, when offered work during such four (4) of eight (8) hour periods refuses, to perform came.

If such **bargaining unit member** is put to work, he/she shall be guaranteed a minimum of four hours of work, or four hours of pay in lieu thereof. If such **bargaining unit member** is put to work for more than four (4) hours, he/she shall be guaranteed a minimum of eight (8) hours of pay.

ARTICLE 14. NIGHT DIFFERENTIAL

Bargaining unit members, who are required to work between 5:00 p.m. and 7:00 a.m., shall receive a night premium of 10% above base pay. **Bargaining unit members** must work a minimum of four (4) hours during the above-specified hours to be eligible, and will receive a bonus for the entire eight (8) hours worked.

ARTICLE 15. GRIEVANCE PROCEDURES

It is recommended that the following procedures be applicable to **bargaining unit members** of the bargaining unit:

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations.
2. To provide that grievances shall be settled as near possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "Grievance" is defined as the expression of an employee's complaint regarding the interpretation and application of one or more provisions of the rules, regulations and conditions of employment, as embodied in this Memorandum of Agreement between the City and the Union.

C. Grievances, as herein defined, shall be processed in the following manner:

1. Step 1 (Informal)

An employee's grievance must be submitted to the supervisor/foreman immediately in charge of the aggrieved employee within ten (10) business days after the event-giving rise to the grievance. The supervisor/foreman will give his answer to the employee by the end of the tenth calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1. The ten (10) business day requirement may be waived by mutual consent of the parties involved.

2. Step 2

If the grievance is not settled in Step 1, the employee and his representative, if any, shall, within fifteen (15) working days after the termination of Step 1, appeal in writing on the City provided form to the department head.

The department head shall schedule a meeting place within fifteen (15) business days from date grievance is referred to Step 2.

The department head may invite other members of management to be present at such meeting. The department head will give a written reply by the end of the fifteenth (15) business day following the date of the meeting, and giving of such reply will terminate Step 2.

3. Step 3 (City Manager's Office/Personnel Department)

The grievance shall be submitted within fifteen (15) business days of the receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of

receipt of grievance. The decision of the City Manager terminates Step 3.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit (or any agreed extension thereof), it shall be considered settled on the basis of the City's last answer. If the City does not answer within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level.

The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 16. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

- A. The matter will go to arbitration if either party files with the other in writing, a demand for such further procedures within 20 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be

determined by lot.

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- C. The award of the arbitrator shall- be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, may be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.
- D. The arbitrator may hear and determine only one grievance at a time without the expressed agreement of City and the grievant representative.
- E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own Counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

The CITY and SEIU Local 721 mutually agree to request the City Attorney to review the arbitration process and, if needed, recommend changes.

ARTICLE 17. REASONABLE NOTICE

It is mutually agreed that a copy of the City Council and/or Personnel Board agenda for each meeting be forwarded to the Union whenever the agenda includes items affecting employees of this Unit.

ARTICLE 18. LAYOFF AND RETRENCHMENT PROCEDURES

A. General Statement

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Section 1107 of the City Charter.

Article XI Section 1107

Abolition of Position Lay-Offs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class in the Classified Service, the City Council, may do so by stating in its proceedings, its reasons therefore. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees discharged shall be entitled to be appointed thereto.

All lay-offs occasioned by the abolishment of a position or the reduction in number of employees in a given classification shall be governed by seniority service and shall be in the reverse order as seniority in service and shall be in the reverse order as hired.

Interpretation

Service Seniority is interpreted and defined as length of continuous service in the respective classification within the same occupational family group.

B. Order of Separation

Seniority in classification shall govern the order of layoff so that positions remaining, which are not abolished or are to be staffed after layoff will be occupied by employees with greatest Length of continuous service in the classification.

1. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:

- a. Service within that occupational group
- b. Total City Service
- c. Relative position on eligibility list
- d. Drawing of lots

C. Voluntary Reduction in Lieu of Layoff

Any classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may, not later than five working days after notice of layoff, request a reduction to a lower class, regardless if he has previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he/she then reverts to the next lower position within the group in which they have accrued seniority.

Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him and shall employ the same procedures.

The employee laid off shall be given written notice of layoff not less than 30 calendar days prior to the effective date of the layoff, and shall be informed of his/her reinstatement status in writing.

The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than 20 days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate layoff/reinstatement list according to the

date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order hereafter. Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

E. Notice of Recall

Notice of recall from layoff shall be return-receipt requested mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date notice, is received.

Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery if certified by the Postal Service.

Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Personnel Department their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within five (5) days of recall, the City will proceed to the next senior person on the reinstatement list and

follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.

2. Any employee who refuses recall fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.
4. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

a. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

b. Assignment of Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees handling positions in appropriate classes.

G. Separation after Recall

Layoff for more than one year will terminate reinstatement rights. The employee will be entitled to same severance benefits and pay as are provided in the case of other separations or retirements.

H. Checkout upon Layoff, Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason, shall not receive his final paycheck until he has turned in his City identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

I. Severance Benefits upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation

for purposes of establishing the level of retirement benefits under any retirement plan then in force and effect. If an employee elects to restore time for which he/she was compensated, he/she must remit any monies received to the City.

ARTICLE 19. COMPENSATION

A. Retirement Contributions

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The CITY shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The CITY shall continue to pay the employees' 8 % portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay their portion of contribution to CalPERS retirement.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013 and who have no qualifying membership in any other California public retirement system.

B. Adjustments to Compensation

Effective July 1, 2014, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary ranges.

Effective July 1, 2015, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary ranges.

C. PARITY

If any bargaining unit, except Firefighters, receives a total on schedule base compensation package exceeding the amount SEIU agrees to, the difference shall be provided to each unit represented by SEIU.

D. Salary ranges of classifications represented by the Union shall be set as follows:

<u>Classification</u>	<u>07/01/13</u>	<u>07/01/14</u>	<u>07/01/15</u>
Air Conditioning Mechanic	114	117	120
Air Conditioning Service Worker	90	93	96
Anti Graffiti Painter	83	86	89
Assistant Electrician	90	93	96
Automotive Service Worker	62	65	68
Automotive Service Lead Worker	72	75	78
Carpenter	125	128	131
Concrete Crew Leadworker	90	93	96
Concrete Maintenance Worker	74	77	80
Concrete Repair Worker	80	83	86
Custodian	69	72	75
Custodian Leadworker	97	100	103
Electrical Inspector	100	103	106
Electrical Maintenance Worker	77	80	83
Electrician	125	128	131
Engineering Aide	82	85	88
Equipment Operator, Grade I	68	71	74
Equipment Operator, Grade II	76	79	82
Equipment Operator, Grade III	90	93	96
Facility Maintenance Worker I	80	83	86
Facility Maintenance Worker II	90	93	96
Facility Maintenance Worker III	104	107	110
Greenskeeper	82	85	88
Heavy Equipment Mechanic	111	114	117
Helicopter Mechanic	126	129	132
Laborer	58	61	64
Maintenance Assistant	38	41	44
Maintenance Leadworker (MWIII)	108	111	114
Maintenance Leadworker I	84	87	90
Maintenance Leadworker II	96	99	102
Mechanic	96	99	102
Mechanic Assistant	82	85	88
Mechanic Leadworker	102	105	108

Meter Reader	104	107	110
Meter Repair Worker I	68	71	74
Meter Repair Worker II	76	79	82
Paint Crew Lead Worker	90	93	96
Painter	83	86	89
Painter II	103	106	109
Park Gardener/Caretaker	62	65	68
Park Gardener/Caretaker Trainee	47	50	53
Parks Maintenance Worker I	84	87	90
Parks Maintenance Worker II	96	99	102
Parks Maintenance Leadworker	108	111	114
Plumber	125	128	131
Public Works Inspector	100	103	106
Public Works Inspector Assistant	82	85	88
Pump Operator	117	120	123
Senior Engineering Aide	97	100	103
Senior Park Gardener/Caretaker	72	75	78
Senior Pump Operator	110	113	116
Sewer Maintenance Crew Lead Worker	90	93	96
Sewer Maintenance Worker	72	75	78
Small Engine Mechanic	82	85	88
Sprinkler Systems Service Worker	80	83	86
Storekeeper	93	96	99
Street Maintenance Lead Worker	90	93	96
Street Sweeper Operator	86	89	92
Street Sub-Foreman	72	75	78
Traffic & Lighting Electrician	125	128	131
Traffic Painter	76	79	82
Traffic Painter Helper	63	66	69
Traffic Sign Maintenance Worker	63	66	69
Traffic Signal Technician	121	124	127
Tree Trimmer	78	81	84
Tree Trimmer Lead Worker	90	93	96
Wastewater Technician	116	119	122
Water Serviceworker I	104	107	110
Water Serviceworker II	117	120	123
Water Serviceworker III	132	135	138

ARTICLE 20. STEWARDS

It is agreed that SEIU, Maintenance and Trades Unit may select one chief steward and five division stewards to represent this Unit. The Union agrees to give the City a written list of employees who have been selected, and such list shall be kept current by the Union.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay and/or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their union activities and roles as stewards.

Stewards, when leaving their work location/station to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental or divisional operations. If such permission cannot be granted at the time so requested, the steward will be immediately informed as to the earliest available time. Before entering a work location, the steward must obtain permission from the responsible supervisor before conducting grievance handling during work hours. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The Union agrees that a steward shall not log compensatory time spent performing at the first steps of the grievance process in an effort to resolve the grievance at the earliest possible time and increase communication between the City and the Union.

ARTICLE 21. UNION BUSINESS

Any **bargaining unit members** may be granted time off to perform union functions, inclusive of conferences, conventions, seminars (but precluding local political activity). This time, to be granted without loss of pay, not to exceed an aggregate of 100 hours per fiscal contract year for all such **bargaining unit members** and functions, provided that reasonable request is given to the department manager. Written confirmation must

be submitted to department manager after attending any union functions described.

ARTICLE 22. JURY DUTY/SUBPOENAED WITNESS

Any regular or probationary **bargaining unit member** who is called for jury duty, examined for jury duty, or who is summoned to attend court as a subpoenaed witness shall be compensated at his/her regular rate of pay for those hours of absence which occur during his/her regularly scheduled working hours, provided that such **bargaining unit member** deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller.

When a **bargaining unit member** is a litigant, paid leave for court appearance of any kind shall not be authorized and such **bargaining unit member** must use any accumulated compensatory time or vacation time before authorized absence without pay for such court appearance.

ARTICLE 23. HOLIDAYS

Full time **bargaining unit members** of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed.

The City Manager shall have authority to order all **bargaining unit members** of any department to work on any holiday. A new **bargaining unit member** whose first workday is the day after a City holiday shall not be paid for that holiday. A **bargaining unit member** who is terminating his/her employment with the City for reasons other than paid City retirement and whose last day as a paid employee is the day before a City

holiday shall not be paid for that holiday.

In order to receive holiday pay, a **bargaining unit member** must have worked for all or a portion of both the regularly scheduled working assignments immediately prior to and immediately after that holiday, unless such **bargaining unit member** is on paid vacation or sick leave.

In order to be compensated for holiday time, a **bargaining unit member** must turn in a medical statement from the attending physician explaining illness for the day taken before and/or after the holiday. The City agrees to provide the following paid holidays to **bargaining unit members** of this unit:

Independence Day
Labor Day
Admissions' Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day*
New Year's Day
Dr. Martin Luther King Jr. Birthday
Lincoln's Birthday
Washington's Birthday
Cinco de Mayo
Memorial Day
Employee's Birthday
Cesar Chavez Holiday

**Employees assigned an alternate work schedule (Monday through Friday) will receive this day as a regular holiday. Employees assigned a 4-10 work schedule (Monday through Thursday) will receive this day as a Floating Holiday, to be used by June 30, 2016.*

(The Resolution 21,948 adopted by the City Council on June 06, 2006 established legal holidays for City Employees).

When a **bargaining unit member** calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

If the City Council declares a holiday but **bargaining unit members** are unable to observe it due to work requirements, **bargaining unit members** will be granted equivalent time off. If **bargaining unit members** request and are denied the opportunity to schedule any floating holiday time, the City shall pay for the unused time.

ARTICLE 24. FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budgetary procedures.

The City will not cut the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the Bargaining Unit covered by this Agreement. The City agrees to include in its annual budget request any amount sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures.

This Article and City action hereunder shall not be subject to the established Grievance Procedure, however, the method of implementation of any layoff shall be subject to seniority, layoff and Grievance Procedure.

ARTICLE 25. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

The City further agrees that for the term of this agreement, will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary period and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike, or work stoppage.

The City agrees to send a request to "Meet and Confer" to the Union, within 15 working days, prior to any final decision to subcontract bargaining unit work, in order to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five working days once notice is received.

ARTICLE 26. STRIKE PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any unauthorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. **Bargaining unit members** in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will promptly, upon notification, attempt to secure an immediate and orderly return to work.

This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Strikes and Lockouts

The Union agrees that during the life of this Agreement, neither the Union, its agents and/or its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts.

Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, or strike, may be disciplined or discharged at the sole discretion of management.

ARTICLE 27. EMPLOYER RIGHTS

Except as explicitly limited, but, as specifically provided for in this Agreement, the City

shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the City.

The City shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, and utilization of technology, the organizational structure, the selection, direction, and number of personnel.

In addition, the City specifically reserves the exclusive right in accordance with its judgment to: reprimand or otherwise discipline employees; hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; maintain the efficiency of employees; close down buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any job, department, operations or service; subcontract any work done by the employees consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and operations of buildings, deviations, and departments thereof, the assignment of work, size and composition of the work force; make or change rules, policies or introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and established terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement.

The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rules or regulations that would interfere with recognized right of

management to carry out the foregoing provisions.

The City hereby agrees to meet and confer on matters relating to wages, hours and other terms and conditions of employment as required by law (Section 3505 of the Government Code).

EFFECT OF LAWS, RULES AND REGULATIONS

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the City and shall be governed by the laws of State of California, and by the City rules, regulations, directives and orders, issued by properly designated officials.

The Union also recognizes the City's right and obligation to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the City, insofar as such rules, regulations, directives and orders do not conflict with the expressed terms of this Agreement.

RESERVATION OF MANAGEMENT RIGHTS

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

ARTICLE 28. PREVAILING RIGHTS

To the extent that they are not express or necessary interpretation and application covered by the purposes, intents and language of this Agreement, all rights, privileges, obligations and working conditions of employment within the scope of representation

presently enjoyed by the **bargaining unit members** within the Unit shall remain in effect and be operative during the term of the Agreement, unless eliminated, enlarged or otherwise modified after the meet and confer process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 29. LABOR MANAGEMENT MEETINGS

The City agrees to convene labor management meetings six (6) times per year for the purpose of informally discussing employment relations issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of topics to be discussed. The Union and the City agree that the meetings will be convened for the purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meetings shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the Administration of the Contract during these quarterly meetings.

The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings.

Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the MOA.

ARTICLE 30. ZIPPER CLAUSE

This Agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing Memoranda of Agreement, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 31. RETIREMENT

The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are New CalPERS members ² who are covered by this MOA, the 2% at 62-retirement plan of CalPERS.

ARTICLE 32. VACATION

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time **bargaining unit members** accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule, and permanent part time employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and at one-half the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
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¹ Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

² New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

Bargaining unit members may convert up to 80 hours of accrued vacation time to cash provided the Unit member has in excess of 400 hours of accrued unused vacation time, upon the City Manager's approval.

ARTICLE 33. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Service shall be filled by the method prescribed in Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created unclassified positions which are deemed comparable or similar to any position represented by SEIU, LOCAL 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

ARTICLE 34. TOOL ALLOWANCE

Upon completion of the **bargaining unit member's** requisite probationary period, the City agrees to provide an annual tool allowance of \$400.00, which will be paid every three years, to all classifications required to purchase and maintain their own tools.

ARTICLE 35. BILINGUAL PAY

- A. The City agrees to pay \$34.62 bi-weekly (\$75.00/month) to **bargaining unit members** when assigned to provide bilingual services. **Bargaining unit members** shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. **Bargaining unit members** committed to the bilingual assignments shall be obligated to provide

such service to the City as needed.

- B. A differential of \$65.00 bi-weekly will be paid to **bargaining unit members** who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services. **Bargaining unit members** currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$65.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 36. EDUCATIONAL REIMBURSEMENT

The City shall reimburse **bargaining unit members** for tuition and books up to a maximum of \$1,500.00 per fiscal year, providing that the **bargaining unit members** enrolled in educational institutions which comply with provisions of the City's general education reimbursement policy. In no case shall **bargaining unit members** receive reimbursement above actual costs on any expenditure, nor will applications be considered if the **bargaining unit member** is receiving funds for the same course from any other source (G I Bill, scholarships, etc.). Applications will only be considered from full-time City employees who have completed their initial probationary period.

A. Payment

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply, for funds for said purpose from alternate sources, if available. Such sources may include, but is not limit to, State and Federal governments, inclusive of scholarship monies and Veteran's benefits programs.
2. Reimbursement shall cease whenever an employee is promoted to a position with the CITY where the education level earned is an established prerequisite for the position.
3. Whenever an employee is required by the CITY to enroll in a course in

order to obtain the requisite skills which have been determined to be necessary in order to effectively function in the job, he/she shall be fully reimbursed by the CITY.

B. All Courses Eligible for Payment Under this Section Shall

Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course.

Be initiated and completed while in the employ of the City of Compton.

Be completed at the minimum letter grade of "C" or with a "pass" if enrolled on a pass/fail basis.

Reimbursement shall be made only for course work, which is completed at accredited high schools, junior colleges, colleges or universities, trade schools, or through other institutions approved by the Human Resources Department.

Approval of an application for reimbursement is contingent upon availability of funds and the employee's successful completion of the course as specified in these provisions.

C. Procedure

1. The employee should make every effort to obtain an "After Hours Education" application at least one month prior to enrolling classes. Employee requests are to be placed on an eligibility list for this program. The employee submits the application to the department manager.
2. The department notes whether the course is job related or promotion related, then approves or disapproves the application and forwards such to the Human Resources Department.
3. The Human Resources Department examines the application noting the department manager's recommendation, and secures a cost estimation of the course.
4. If the application is disapproved, notice is sent to employee, stating the reasons for disapproval. If approved, the Human Resources Department

briefs the employee on the reimbursement procedure. The employee submits receipts for tuition, books, and application fees to the Human Resources Department within three weeks after beginning classes.

5. The Human Resources Department records and returns the receipts to the employee.
6. Upon successful completion of the course, the employee submits to the Human Resources Department a transcript of the course grade (or completion certificates).
7. The Human Resources Department records and returns the grade (or certificate of completion) to the employee and submits a request for warrant to cover the expenses allowed by the policy statements.
8. The Human Resources Department sends a congratulatory letter to the employees for successful completion of the course.
9. A record of the courses completed and grades attained are prepared; one copy is placed in the employee's personnel file, and a copy is forwarded to the department manager.

ARTICLE 37. CERTIFICATION / LICENSES

The City shall pay the cost for any special license or certificate required of the performance of job duties. The City shall also provide release time where necessary for employees to take tests and/or training for such documents.

ARTICLE 38. DURATION

This Agreement shall be in full force and effect, commencing July 1, 2014, and concluding on June 30, 2016, subject to reopener meet and confer sessions for Article 9 (Health and Welfare Benefits) and Article 19 (Salaries), at which time, all terms and conditions agreed to in this Memorandum of Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may

implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

ARTICLE 39. PERSONNEL FILES

The official personnel file of each **bargaining unit member** shall be maintained by the City's Human Resources Department. A **bargaining unit member** and/or a Union Representative/Steward authorized by the **bargaining unit member** may review and/or obtain copies of any documents from the **bargaining unit member's** personnel file. Copies of any "derogatory" written material shall be provided to the affected **bargaining unit member** before it is placed in the personnel file. The **bargaining unit member** may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the **bargaining unit member's** Department Manager. It is agreed that the City will review personnel files for **bargaining unit members** covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

ARTICLE 40. SAFETY BOOT/SHOE ALLOWANCE

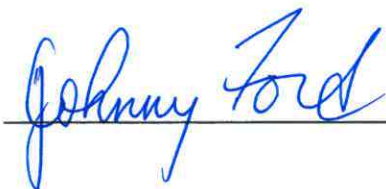
Permanent **bargaining unit members** shall receive up to \$200.00 a year for shoes/safety boots upon the presentation of a receipt to the Unit member's supervisor.

ARTICLE 41. SAFETY

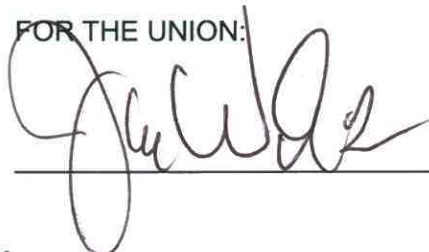
City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner. As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit member shall be responsible for promptly reporting to his/her immediate supervisor any observed unsafe practice or condition. City management shall advise the unit member of the action or correction that will be taken.

Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this _____ day of _____ 2015.

FOR THE CITY:



FOR THE UNION:



JOHNNY FORD
CITY MANAGER

JAMES WALKER
PRESIDENT, LOCAL 721

Craig Cornwell *R. Anderson*

CRAIG CORNWELL

RENE ANDERSON



ALTA GODWIN

UNION REPRESENTATIVE,
NEGOTIATOR

RESOLUTION NO. 24,099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, MAINTENANCE AND TRADES UNIT FOR FISCAL YEARS 2015 -- 2016

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and SEIU, Local 721, Maintenance and Trades Unit; and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in all City Departments' Fiscal Year 2014-2015 annual budgets for this agreement and will be appropriated each of the subsequent Fiscal Years' budgets.

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

SECTION 1. That the City Council of the City of Compton does hereby approve the MOA executed by the representatives of SEIU Local 721, Maintenance and Trades Unit, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

SECTION 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

SECTION 4. That the monthly salary range for each of the classifications covered by the SEIU Local 721, Maintenance and Trades Unit MOA is hereby fixed and established in accordance with Article 19 of this MOA.

SECTION 5. That the monthly retirement contribution for each of the classifications covered by SEIU Local 721, Maintenance and Trades Unit MOA is hereby established in accordance with Article 31 of this MOA.

SECTION 6. That a certified copy of this resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office and the Human Resources Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this 3rd day of March, 2015.


MAYOR OF THE CITY OF COMPTON

ATTEST:

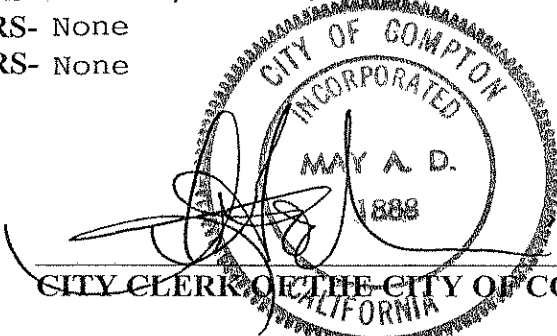

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the 3rd day of March, 2015.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS- Zurita, Galvan, Arceneaux, Jones, Brown
NOES: COUNCIL MEMBERS- None
ABSENT: COUNCIL MEMBERS- None


CITY CLERK OF THE CITY OF COMPTON

City of Compton

Maintenance and Trades

July 1, 2014, through June 30, 2016



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

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

www.seiu721.org

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