

SEIU Local 721
City of Compton

Public Safety Auxiliary

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,

AFL-CIO

PUBLIC SAFETY AUXILIARY

JULY 1, 2014

TO

JUNE 30, 2016

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PREAMBLE

This agreement is entered into by and between the City of Compton, California, hereinafter referred to as the Employer, and Service Employees International Union (S.E.I.U.), Local #721 Compton Public Safety Auxiliary Unit, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution #10,471 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. All references to employees of this agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 1. RECOGNITION

Section 1. Service Employees International Union, Local 721, is hereby acknowledged by the City as an affiliate of Compton Public Safety Auxiliary Unit for the purposes of negotiation and representation for the full-time, permanent employment classifications within the Unit. The Unit as presently established, consists of the classifications listed in ARTICLE 28.

Section 2. The City shall recognize the Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code, Section 3500 et seq.

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 merits, necessity or organization of any service, or activity provided by law or executive order.

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 **bargaining unit members** 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 Panel

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 deductions 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 (S.E.I.U.) 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 payroll 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 employee's proportionate share of the Union's cost of meeting and conferring and administering this Agreement **effective** 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 employees; 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. An employee 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 an employee 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 employees 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 employee(s). The Union shall make available a copy of such procedure to employees and the City prior to the time that any employee becomes subject to the payment of representation service fees.

6. Any employee who is a member of a bona fide religious body, or sect which 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 employee 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 an employee or employees, 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 employee 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 employee(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 an employee shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the employee and the City's **Human Resources** Director written notice thereof, which notice shall give the employee 15 days to cure the delinquency. In the event the employee 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 an employee is an unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, an employee's failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination.

10. The parties acknowledge that the 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 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, loss, liability, cause of action or administrative proceeding arising out of the operation of the 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 non-discrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, disability, national origin, ancestry, political affiliation, or union activities as defined by applicable sections of the California Government Code (Meyers-Milias-Brown Act).

ARTICLE 5. BULLETIN BOARDS

The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall submit a copy of each notice prior to posting, in order to keep the employer informed of the material, which is being posted.

ARTICLE 6. REASONABLE NOTICE

It is mutually agreed that the City will provide reasonable notice of any action to be taken by the City Council/Personnel Board, which may affect **bargaining unit** members of the Unit by forwarding a copy of the City Council and/or Personnel Board Agenda to the Union.

ARTICLE 7. PERSONAL LEAVE

Effective upon adoption of this Agreement, each **bargaining unit** member shall be allowed to designate up to five days (currently 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 for the use of personal leave is that it cannot be used to provide for the three (3) days waiting period for worker's compensation claims. Personal leave days may not accumulate from year to year.

ARTICLE 8. BEREAVEMENT LEAVE

In the event of death in "immediate family" ("immediate family") shall mean spouse, mother, father, son, daughter, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, stepchildren, stepmother, 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), a **bargaining unit member** of the Unit shall be entitled to bereavement leave of three (3) days with pay. In the event of the death of a relative not considered in the immediate family, a **bargaining unit member** may take the necessary leave to attend the funeral. This leave may be charged against sick time accrued. If there is no accrued sick time, the **bargaining unit member** should then request vacation time in accordance with the vacation request procedures. The City reserves the right to verify leave taken pursuant to this section. . 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.

ARTICLE 9. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from service due to termination for any reason other than disciplinary causes, each **bargaining unit member** employee shall be entitled to receive as severance pay (calculated at the final level of compensation), a proportion of sick leave bank credits representing accumulated and unused sick leave accrual in accordance with the following schedule:

LENGTH OF SERVICE	Severance Pay Proportion of Sick Leave Bank	
	Up to 800 hrs.	Over 800 hrs.

0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

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

After payment of the severance amount, calculated as prescribed above, all accumulated sick leave shall be permanently lost and no other payments shall be made in lieu thereof.

A) Severance pay will be granted only one time during the lifetime of any one employee.

B) 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 **bargaining unit member** would have been entitled, if still employed until the entire severance pay entitlement has been exhausted.

ARTICLE 10. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the Los Angeles Region Kaiser Family rate. The City's actual contribution

for each 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 dependency for anyone they seek to cover. Acceptable proof includes, but is 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 for each **bargaining** unit member for any Citywide dental indemnity plan. 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 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 **bargaining 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 towards any benefits when **bargaining unit members** are on unpaid status, or on suspension during the time the deductions are made except as provided by law.

F. Vision Insurance

The City shall provide a city-wide vision plan. Vision coverage is available for **bargaining unit members** and eligible dependents.

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 Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of 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 **bargaining unit member** 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 **bargaining 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, 2015 for the purpose of adjustment to health and welfare benefits.

ARTICLE 11. OVERTIME

Whenever a **bargaining unit member** is required by the City to work on a "recognized holiday", the City agrees to compensate holiday pay at double-and one-half times the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday, provided that the **bargaining unit member** 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 will be paid at double the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday. Time worked in excess of a regular work week/day, if to be paid overtime, shall be paid on the day immediately following the period overtime is earned, or at the **bargaining unit member's** discretion accrued as compensatory time (up to a maximum of 150 hours).

Bargaining unit members who have accumulated compensatory 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 at 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. Requests for the use of compensatory time 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. NIGHT DIFFERENTIAL

Effective upon adoption of this agreement, it is agreed that the City pay a night differential at the rate of ten% above base salary to **bargaining unit members** of this Unit who work between the hours of 3:00 P.M. and 7:30 A.M. subject to the following conditions:

1. Any **bargaining unit member** who works 4 or more hours between the hours of 3:00 p.m. and 7:30 a. m. shall receive the night differential for their entire shift.
2. Any **bargaining unit member** employee who works less than 4 hours between the hours of 3:00 p.m. and 7:30 a.m. shall receive the night differential for those hours worked during the qualifying period.
3. The night differential shall be continued on days that the **bargaining unit member** does not work but is on paid status, however, the city shall discontinue the differential payment when the **bargaining unit member** is in paid status but absent from

work more than 10 days.

ARTICLE 13. SENIORITY

- A.** Service Seniority is interpreted and defined as length of continuous service in a respective classification or in a promotional classification within the same occupational family group.
- B.** Seniority will be the determining factor in resolving (1) vacation requests, (2) shift assignments, and (3) days off from among qualified **bargaining unit members**. A qualified **bargaining unit member** is one who has an acceptable performance evaluation report.
- C.** Under emergency and temporary conditions, the employer may change shift assignments and days off without regard to Paragraph # (B). Upon request, such changes will be a proper subject for discussion between the City and the Union.

ARTICLE 14. UNIFORM ALLOWANCE

Effective July 1, 2009, the City agrees to provide an annual uniform allowance of \$850.00 to be paid semi-annually (September and March) each year during this Agreement to each **bargaining unit member** of this Unit. The City also agrees to provide two (2) uniforms to new **bargaining unit members** upon commencement of probation. Said uniform shall consist of: one (1) shirt, (short/long sleeved); one (1) necktie; one (1) leather belt; one (1) skirt/pant; one pair of shoes, and one patrol jacket. **Bargaining unit members** shall, therefore, be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Head or his designee.

Permanent **bargaining** unit members shall receive up to \$200 per year for safety boots upon the presentation of a receipt to the **bargaining** unit member's supervisor.

ARTICLE 15. UNION BUSINESS

Bargaining unit members elected to Union office may be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, without loss of pay, not to exceed an aggregate of 100 hours per fiscal year for all such **bargaining unit members** and functions, provided that reasonable **notice of the** request is given to the supervisor.

Written confirmation of attendance must be submitted within five working days to the **bargaining** unit member's supervisor after attending any union functions herein described. Confirmation shall include the dates and times of attendance on appropriate letterhead executed by the provider of the function.

ARTICLE 16. MOVE-UP ASSIGNMENT

All **bargaining** unit members shall receive move-up pay after a one-time completion of a ten (10) day training/qualifying period in any higher job classification. Any prior acting assignments will be counted toward the satisfaction of the ten (10) day training requirement for each higher job classification.

An acting or move-up assignment must be initiated by a Personnel Action Form and must be a minimum of one work day as defined by a **bargaining unit member's** regularly assigned work schedule. Personnel Action Forms showing the completion of a minimum of ten (10) days move-up or acting in any/each higher job classification will

satisfy the requirement of the training period.

After the successful completion of the ten (10) day training period, whenever a **bargaining unit member** of the Unit is given an acting assignment to that position, the **bargaining unit member** shall receive compensation fixed by the **bargaining unit member's** employee's Department manager. Compensation shall be fixed within the higher salary range of the position moved up to, and shall be an increase of not less than five (5) percent of the **bargaining unit member's** employee's regular base pay.

ARTICLE 17. JURY DUTY/SUPOENAED WITNESS

Any regular or probationary **bargaining unit member** who is called for jury duty, examination for jury duty, or who is summoned to attend court as a subpoenaed witness, shall be compensated at his regular rate of pay for those hours of absence which occur during their regularly schedule work hours provided that such **bargaining unit member** deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller. **Bargaining unit members**, who are summoned to attend court as a subpoenaed witness, on behalf of the City, on a date that is a regularly scheduled day off, shall receive compensatory time off at a rate of time and one-half.

COURT TIME POLICY –**Bargaining unit members** shall be compensated for court time in accordance with departmental procedures.

ARTICLE 18. 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 as possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "grievance" shall be defined as a question (or claim) raised by an employee against the employer arising out of the (1) meaning, (2) interpretation, or (3) application of the express provisions of the Memorandum of Agreement.

A) Grievances, as herein defined, shall be processed in the following manner:

Step 1 (Informal)

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

Step 2

If the grievance is not settled in Step 1, the employee and his/her 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 or equivalent. The Department Head shall schedule a meeting to take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Head or equivalent may invite other members of management to be present at such meeting. The Department Head or

equivalent will give a written reply by the end of the tenth business day following the date of the meeting, and giving of such reply will terminate Step 2.

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

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing on the City-provided form, to the City Manager's Office/Human Resources Department. The grievance shall be submitted within fifteen (15) business days of 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 the grievance. The decision of the City Manager shall terminate 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 a grievance 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 19. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all 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 proceedings within fifteen (15) business days

after the decision provided for by Step 3 of grievance procedures. 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 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. For grievances resulting from suspensions, and dismissals, 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 the City and the grievant's 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 services. Also,

any copies of transcripts of the proceedings other than that provided to the arbitrator will be paid solely by the requesting Party.

Both parties agree to request the City Attorney to review the arbitration process, and if needed, recommend changes.

ARTICLE 20. ACCESS TO WORK STATION

The City agrees to grant official representatives of the Union the access and right-to discuss grievances or problems arising under the terms of this Agreement with **bargaining unit members** of this Unit during working hours. It is agreed that there will be as little interference as possible by the Union's business representatives and stewards during the working hours of all such employees. It is agreed that the Public Safety Unit may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten members. The Union agrees to give the City a written list of employees who have been selected as stewards, and such list shall be kept current by the Public Safety Auxiliary Unit. It is agreed that the steward be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with prior approval from the employing department manager. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of his/her activities and role as a steward.

The City agrees to permit the Union to use City facilities to conduct business meetings when such facilities are available and requested in a timely manner.

ARTICLE 21. 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 the 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 meeting 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 Memorandum of Agreement.

ARTICLE 22. 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 comply with the provisions listed herein. In no case shall **bargaining unit members** receive reimbursement above actual costs on any expenditure, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

ARTICLE 23. WORK STOPPAGES

Neither the Union, its officers or agents, nor any of the **bargaining unit members** covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any **bargaining unit member** who violates any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 24. EMPLOYER RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the employer shall have the exclusive right to take any action 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 employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the Employer.

The Employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, and selection, directions, and number of personnel. In addition, the Employer specifically reserves the exclusive right in accordance with its judgment to: (1) reprimand or otherwise discipline employees; (2) hire, promote, and transfer in accordance with the Charter and the Personnel Rules and Regulations; (3) assign employees to work; (4)

determine the starting and quitting time; (5) maintain the efficiency of employees; (6) close down buildings or any part thereof; (7) expand, reduce, alter, combine, transfer or cease any job, department, operation or service; (8) subcontract any work done by the employees; (9) control and regulate the use of the equipment and other property of the Employer; (10) determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; (11) make or change rules, policies, or provisions, exclusive of this Agreement; (12) introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the City; (13) direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The employer's non-exercising of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the Employer from exercising the same in some other way not to conflict with the express provisions of this Agreement. The Union agrees that shall not establish or attempt to enforce upon the Employer, or any employee any rule or regulations which would interfere with the 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 when 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 Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives, and orders, issued by properly designated officials. The Union also recognizes the right, obligation and duty of

the Employer and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the Employer, insofar as such rules, regulations directives, and orders do not conflict with the express terms of this Agreement.

Reservation of Management Rights

The enumeration of the rights and duties of the Employer 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 Employer. The Union agrees that its members shall comply with all City and departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that application of departmental rules and regulations which affect working conditions and performance shall be subject of the grievance procedures as set forth in the Personnel Rules and Regulations.

ARTICLE 25. SEPARABILITY PROVISION

This Memorandum of Agreement is subject to all applicable Federal, State, County, and City laws and regulations, and any lawful rules and regulations enacted by the City's Personnel Board. If any part or provision of this Memorandum of Agreement in conflict or inconsistent with such applicable provisions of Federal, State, County or City Laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

ARTICLE 26. PREVAILING RIGHTS

To the extent that they are not expressly or by 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 employees within the Unit shall remain in effect and be operative during the term of this 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 27. BILINGUAL ASSIGNMENT

A) The City agrees to pay \$34.62 bi-weekly (\$75.00 a 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** accepting bilingual assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. **Bargaining unit members** s committed to the bilingual assignment shall be obligated to provide such services to the City as needed.

B) Effective January 1, 1999, 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 28. SALARIES

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 prior membership in any other California public retirement system.

CLASSIFICATION	06/30/14	07/01/14	07/01/15
Parking Control Officer	77	80	83
Security Officer	70	73	76
Security Services Coordinator	86	89	93

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 Clause

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

ARTICLE 29. ZIPPER CLAUSE

This MOU set forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU'S understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superceded 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 30. HOLIDAYS

For the duration of this Agreement, the City agrees to provide the following designated holidays to **bargaining unit members** of this Unit:

Independence Day Labor
Admission's Day (Floater)
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

(December 25, 2015 is a floating holiday)
New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday (Floater)
Washington's Birthday
Cinco de Mayo
Memorial Day
Employee's Birthday (Floater)
Cesar Chavez Holiday

(Resolution, 17, 986 adopted by the City Council on June 13, 1995, established Admission's Day and Lincoln's Birthday as floating holidays. Floating holidays (except Employee's Birthday) must be utilized by June 30th of each year. Floating holidays shall be established by Council Resolution July 1, of each year.

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 City Controller's Office, together with the time card in order to be eligible for sick benefits. This statement shall specify the dates of the illness. When the **bargaining unit member's** birthday or holiday falls on a weekend or during his/her scheduled vacation, the employee will receive another day off when requested, subject to approval of his her supervisor.

If City Council declares a holiday but **bargaining unit members** are unable to observe it due to work requirements, employees 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 31. RETIREMENT

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.

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 prior membership in any other California public retirement system.

ARTICLE 32. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Services shall be filled by the method prescribed by 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 S.E.I.U., Local 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney.

ARTICLE 33. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal actions. The right of contracting or subcontracting is vested in the City. The rights 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 it will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary periods 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 the work performed by bargaining unit members, to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five (5) working days once notice is received.

ARTICLE 34. 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 **bargaining unit members** accrue vacation according to the limitations described in the Personnel Rules and Regulations and at 1/2 the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
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 vacation leave to cash provided the **bargaining unit member** has in excess of 400 hours of unused vacation leave, upon the City Manager's approval.

ARTICLE 35. 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 36. TERM

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 10 (Health and Welfare Benefits), at which time all terms and conditions agreed to in this 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 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 the **bargaining unit members** to take tests and/or training for such documents.

The City agrees to Meet and Confer with the Union additional compensation for those classifications requiring certification and/or licenses.

ARTICLE 38. 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 members 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.

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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 _____, 2014.

FOR THE CITY:

Johnny Ford

CITY MANAGER

FOR THE UNION:

pe monk

SEIU LOCAL 721

[Signature]

Sergio Duran



Cornwell

6-30-15

RESOLUTION NO. 24,100

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, PUBLIC SAFETY AUXILIARY, AFL-CIO FOR FISCAL YEARS 2014 -- 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, Public Safety Auxiliary; 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, Public Safety Auxiliary, 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, Public Safety Auxiliary MOA is hereby fixed and established in accordance with Article 28 of this MOA.

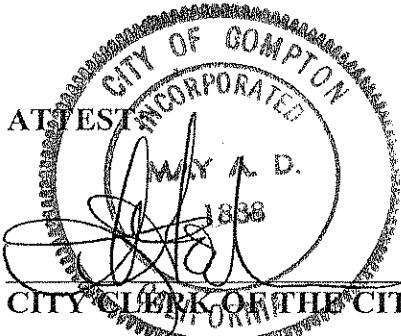
SECTION 5. That the monthly retirement contribution for each of the classifications covered by SEIU Local 721, Public Safety Auxiliary MOA is hereby established in accordance with Article 28 of this MOA.

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

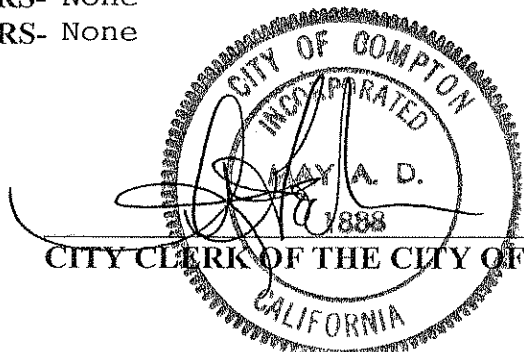

ATTEST
CITY CLERK OF THE CITY OF COMPTON

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

Public Safety Auxiliary

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