

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF LAWNSDALE AND**

**LOCAL 1895, COUNCIL 36, AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**JULY 1, 2011 – JUNE 30, 2014**

TABLE OF CONTENTS

ARTICLE 01 RECOGNITION OF THE ORGANIZATION..... 1  
Section 01.01 UNIT & UNION RECOGNITION..... 1  
Section 01.02 FILING OF PETITIONS ..... 1  
Section 01.03 PART-TIME EMPLOYEE STATUS. .... 1  
ARTICLE 02 NON-DISCRIMINATION PLEDGE..... 1  
Section 02.01 EMPLOYEE RIGHTS..... 1  
Section 02.02 ANTI-DISCRIMINATION STATEMENT..... 1  
Section 02.03 EMPLOYEE SAFETY ..... 2  
ARTICLE 03 CITY MANAGEMENT RIGHTS RESERVED ..... 2  
Section 03.01 RESERVED MANAGEMENT RIGHTS..... 2  
Section 03.02 IMPACT OF CITY MANAGEMENT RIGHTS..... 3  
ARTICLE 04 EMPLOYEE ORGANIZATION RIGHTS..... 4  
Section 04.01 DUES DEDUCTION..... 4  
Section 04.02 INDEMNIFICATION OF CITY ..... 4  
Section 04.03 REPRESENTATIVES' RIGHTS..... 4  
Section 04.04 INCREASED COMMUNICATION BETWEEN  
PARTIES ..... 5  
Section 04.05 ALLOWED TIME FOR REPRESENTATIVES..... 5  
Section 04.06 AGENCY SHOP. .... 5  
ARTICLE 05 NO STRIKE - NO LOCKOUT PLEDGE..... 6  
Section 05.01 EMPLOYEE ORGANIZATION PROHIBITED  
CONDUCT ..... 6  
Section 05.02 CITY PROHIBITED CONDUCT ..... 6  
Section 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY..... 6  
Section 05.04 CITY RIGHTS..... 6  
ARTICLE 06 PROBATIONARY PERIOD..... 6  
Section 06.01 INITIAL PROBATION PERIOD..... 6  
Section 06.02 PROBATIONARY PERIOD FOLLOWING  
PROMOTION..... 7  
a. Regular Employee..... 7  
b. Probationary Employee..... 7  
c. Acting Status Employee..... 7  
Section 06.03 PERMANENT STATUS ..... 7  
ARTICLE 07 WAGE AND SALARY POLICY ..... 7  
Section 07.01 BASIC COMPENSATION PLAN..... 7  
Section 07.02 SALARY AND WAGE SCHEDULES ..... 7  
Section 07.03 ADMINISTRATION OF BASIC COMPENSATION  
PLAN ..... 7  
Section 07.04 BEGINNING RATES..... 8  
Section 07.05 SERVICE..... 8  
Section 07.06 ADVANCEMENT WITHIN SCHEDULE ..... 8  
a. Service Advancement ..... 8  
b. Merit Advancement ..... 8  
c. Outstanding Merit Advancement..... 9  
d. Length of Service Required When Advancement  
is Denied ..... 9

TABLE OF CONTENTS (cont.)

	e. "Y" Rating.....	9
Section 07.07	SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS .....	9
Section 07.08	REDUCTION IN SALARY STEPS.....	10
Section 07.09	COMPENSATION INCREASES FOR PROMOTIONS.....	10
Section 07.10	COMPENSATION ON DEMOTION .....	11
Section 07.11	COMPENSATION ON TRANSFER.....	11
Section 07.12	COMPENSATION ON LAYOFF .....	11
Section 07.13	LONGEVITY PAY .....	11
Section 07.14	BILINGUAL PAY .....	11
Section 07.15	SHIFT DIFFERENTIAL .....	11
Section 07.16	ACTING PAY .....	12
Section 07.17	FLEXTIME.....	12
Section 07.18	WORK SCHEDULES .....	12
Section 07.19	LUNCH BREAKS AND REST PERIODS.....	12
Section 07.20	ECONOMIC LAY OFF. ....	13
ARTICLE 08	OTHER WAGE AND HOURLY BENEFITS.....	13
Section 08.01	OVERTIME WORKED .....	13
Section 08.02	COMPENSATORY TIME .....	13
Section 08.03	CALL BACK COMPENSATION.....	13
Section 08.04	STAND-BY PAY .....	14
Section 08.05	FLSA EXEMPT STATUS.....	14
ARTICLE 09	CAREER DEVELOPMENT PROGRAM.....	14
Section 09.01	TUITION REIMBURSEMENT PLAN.....	14
Section 09.02	LIMITATIONS ON TUITION REIMBURSEMENT.....	15
ARTICLE 10	TRAVEL AND MEETING ALLOWANCE .....	15
Section 10.01	AUTOMOBILE ALLOWANCE.....	15
Section 10.02	REGISTRATION AND LODGING.....	15
Section 10.03	MEALS .....	16
Section 10.04	REIMBURSEMENTS .....	16
ARTICLE 11	UNIFORMS.....	16
Section 11.01	UNIFORMS PROVIDED.....	16
ARTICLE 12	VACATION BENEFIT .....	16
Section 12.01	ACCRUAL INCREMENTS.....	16
Section 12.02	VACATION ACCRUAL.....	16
Section 12.03	MAXIMUM VACATION ACCRUAL.....	17
Section 12.04	USE OF VACATION .....	17
Section 12.05	VACATION PAYMENT AT TERMINATION .....	17
ARTICLE 13	HOLIDAY BENEFIT.....	18
Section 13.01	HOLIDAY DATES .....	18
Section 13.02	HOLIDAYS WORKED.....	18
Section 13.03	HOLIDAY ON VACATION DAY .....	19
Section 13.04	HOLIDAY ON WEEKENDS.....	19
Section 13.05	HOLIDAY ON REGULAR DAY OFF.....	19
Section 13.06	ELIGIBILITY .....	19
ARTICLE 14	OTHER LEAVES .....	19

TABLE OF CONTENTS (cont.)

	Section 14.01 FAMILY LEAVE OF ABSENCE.....	19
	Section 14.02 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.....	19
	Section 14.03 LEAVE OF ABSENCE .....	20
	Section 14.04 MILITARY LEAVE OF ABSENCE.....	20
	Section 14.05 JURY DUTY .....	20
	Section 14.06 WITNESS IN COURT .....	21
	Section 14.07 EMERGENCY/BEREAVEMENT LEAVE.....	21
	Section 14.08 ADMINISTRATIVE LEAVE. ....	21
ARTICLE 15	SICK LEAVE.....	21
	Section 15.01 ELIGIBILITY .....	21
	Section 15.02 ACCRUAL .....	22
	Section 15.03 REPORTING OF SICK LEAVE.....	22
	Section 15.04 CONVERSION OF ACCRUED SICK LEAVE. ....	22
	Section 15.05 SICK LEAVE ON RESIGNATION.....	23
	Section 15.06 CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.....	23
ARTICLE 16	INSURANCE AND RELATED BENEFITS .....	23
	Section 16.01 MEDICAL BENEFITS.....	23
	Section 16.02 FLEXIBLE BENEFITS PLAN.....	23
	Section 16.03 SECTION 125 PROGRAM.....	24
	Section 16.04 DEFERRED COMPENSATION.....	25
	Section 16.05 RETIREE PARTICIPATION.....	25
	Section 16.06 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION .....	25
	Section 16.07 INJURED ON DUTY PAY STATUS .....	25
	Section 16.08 MEDICAL BENEFITS TO PART-TIME EMPLOYEES.....	26
	Section 16.09 WELLNESS PROGRAM.....	26
ARTICLE 17	RETIREMENT BENEFIT.....	26
	Section 17.01 CalPERS MEMBERSHIP .....	26
ARTICLE 18	GRIEVANCES .....	27
	Section 18.01 MATTERS SUBJECT TO GRIEVANCE PROCEDURES.....	27
	Section 18.02 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES.....	27
	Section 18.03 FREEDOM FROM REPRISAL. ....	28
	Section 18.04 RESOLUTION. ....	28
	Section 18.05 WITHDRAWAL.....	28
	Section 18.06 RESUBMISSION. ....	28
	Section 18.07 EMPLOYEE REPRESENTATION. ....	29
	Section 18.08 OBEY NOW-GRIEVE LATER .....	29
	Section 18.09 INITIATION OF GRIEVANCE PROCEDURE.....	29
	Section 18.10 INFORMAL GRIEVANCE PROCEDURE.....	29
	Section 18.11 FORMAL GRIEVANCE PROCEDURE.....	29
	Section 18.12 TIME LIMITS. ....	30

TABLE OF CONTENTS (cont.)

ARTICLE 19 FULL UNDERSTANDING AND WAIVER OF BARGAINING  
DURING THE TERM OF THIS AGREEMENT ..... 30  
Section 19.01 FULL UNDERSTANDING ..... 30

ARTICLE 20 EMERGENCY WAIVER PROVISION ..... 31  
Section 20.01 WAIVER GRANTED ..... 31

ARTICLE 21 SEVERABILITY PROVISION..... 31  
Section 21.01 SEVERABILITY DECLARED..... 31

ARTICLE 22 TERM OF AGREEMENT..... 31  
Section 22.01 TERM ESTABLISHED..... 31

ARTICLE 23 RATIFICATION AND EXECUTION ..... 31  
Section 23.01 RECOMMENDATION TO COUNCIL AND  
ADOPTION. .... 31

ARTICLE 24 POLYGRAPHS ..... 31  
Section 24.01 PROHIBITION ON POLYGRAPHS..... 31

ARTICLE 25 RE-OPENERS ..... 32

ATTACHMENT "A" Mid-Management Unit - 2011-2012 Salary Schedule ..... 1

ATTACHMENT "B" LCE Unit ..... 1

ATTACHMENT "C" 4/10 Work Program..... 1

**ARTICLE 01**  
**RECOGNITION OF THE ORGANIZATION**

**Section 01.01 UNIT & UNION RECOGNITION.** For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "Agreement"), the Meyers-Milias-Brown Act, Government Code Sections 3500, *et seq*, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Lawndale (hereinafter referred to as the "City") hereby affirms its recognition of Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to, along with any successor organizations, as the "Majority Representative Employee Organization"), as the exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "A-1" hereto (hereinafter referred to as the "LPMME Unit," and as the recognized exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "B-1" hereto (hereinafter referred to as the "LCE Unit").

**Section 01.02 FILING OF PETITIONS.** This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation units during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said Agreement.

**Section 01.03 PART-TIME EMPLOYEE STATUS.** This Agreement affirms that all part-time employees of the City remain at-will and are thus not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein. Part-time employees may be discharged by the appointing authority at any time with or without notice or cause. In addition, part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all part-time employees subject to this Agreement may terminate their employment relationship with the City at any time, with or without notice or cause. All part-time employees serve at the pleasure of the City Manager and no provision of this Agreement shall be deemed to confer upon any part-time employees any property rights in employment by the City.

**ARTICLE 02**  
**NON-DISCRIMINATION PLEDGE**

**Section 02.01 EMPLOYEE RIGHTS.** The parties mutually recognize and agree to protect the rights of all represented unit members to join and/or participate in protected employee organization activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, *et seq*.

**Section 02.02 ANTI-DISCRIMINATION STATEMENT.** The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, color, sex, sexual orientation, age, national origin,

ancestry, political or religious opinions or affiliations, marital status, handicap, employee organization membership, or medical condition as defined by State and Federal law.

The City and the Majority Representative Employee Organization shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws. All other Articles of this Agreement shall remain the same.

**Section 02.03 EMPLOYEE SAFETY.** The City shall equitably apply all laws regarding work-related injuries. The City and the Majority Representative Employee Organization shall utilize a City safety committee to address employee safety concerns.

### **ARTICLE 03** **CITY MANAGEMENT RIGHTS RESERVED**

**Section 03.01 RESERVED MANAGEMENT RIGHTS.** The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this Agreement or by law, to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

- i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for City operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

**Section 03.02 IMPACT OF CITY MANAGEMENT RIGHTS.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management rights shall impact upon represented employees, the City agrees to meet and confer in good faith with representatives of the Majority Representative Employee Organization regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Majority Representative Employee Organization as to the impact of the exercise of any of the foregoing management rights, it shall not diminish the City's discretion in the exercise of those rights.

**ARTICLE 04**  
**EMPLOYEE ORGANIZATION RIGHTS**

**Section 04.01 DUES DEDUCTION.** The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year) of the Majority Representative Employee Organization's dues and assessments and other authorized payments, in the amount certified to be current by the Treasurer of Majority Representative Employee Organization and as authorized in writing by a represented employee. The City shall remit the total amount of deductions to AFSCME Council 36 within thirty (30) days of the date of the deduction.

The City agrees to provide the Majority Representative Employee Organization with a list, on a monthly basis, of the names of any represented employee subject to this Agreement who were deleted from the monthly dues deduction.

**Section 04.02 INDEMNIFICATION OF CITY.** Majority Representative Employee Organization agrees to hold the City harmless and to indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of such funds to the Majority Representative Employee Organization caused by the Majority Representative Employee Organization's negligence. The Majority Representative Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Majority Representative Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

**Section 04.03 REPRESENTATIVES' RIGHTS.** The Majority Representative Employee Organization may select a total of four (4) representatives for the LPMME Unit and five (5) for the LCE Unit, with no more than two (2) representatives from any one department of the City representing either unit at the same time. The Majority Representative Employee Organization shall give to the City a written list of employees who have been selected as representatives. The Majority Representative Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented unit member's work place on employee organization business, the representative shall obtain permission from the employee's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Majority Representative Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Majority Representative Employee Organization.

**Section 04.04 INCREASED COMMUNICATION BETWEEN PARTIES.** The City might reasonably expect that the Majority Representative Employee Organization would report the results of any meeting wherein employees have been permitted to participate on City time in their role as representatives. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

**Section 04.05 ALLOWED TIME FOR REPRESENTATIVES.** The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned work being approved by the employee's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

**Section 04.06 AGENCY SHOP.** The parties previously agreed to waive the requirement under Government Code section 3502.5 for a signed petition of thirty (30) percent of the employees in the applicable bargaining unit requesting an agency shop agreement, and instead proceeded directly to an election conducted by the City Clerk to determine whether agency shop would be implemented for the LPMME Unit and LCE Unit. An agency shop election was conducted by the City Clerk's Office on April 4, 2007. Based upon that election, and as certified by the Assistant City Clerk, Agency shop was implemented for the LCE Unit, but not for the LPMME Unit.

AFSCME shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and AFSCME's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and AFSCME agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

AFSCME shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of AFSCME, within sixty (60) days after the end of AFSCME's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

**ARTICLE 05**  
**NO STRIKE - NO LOCKOUT PLEDGE**

**Section 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT.** The Majority Representative Employee Organization, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline pursuant to Article 03. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

**Section 05.02 CITY PROHIBITED CONDUCT.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

**Section 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY.** In the event that the Majority Representative Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Majority Representative Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If Majority Representative Employee Organization acts in good faith to meet its responsibilities as set forth above, then Majority Representative Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

**Section 05.04 CITY RIGHTS.** Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

**ARTICLE 06**  
**PROBATIONARY PERIOD**

**Section 06.01 INITIAL PROBATION PERIOD.** Every person receiving an appointment to the competitive service, which has not been designated as temporary, shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the

City Manager and the employee's department head, the probationary period may be extended for not more than an additional six (6) months.

### **Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION**

- a. **Regular Employee.** A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04)
- b. **Probationary Employee.** A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.
- c. **Acting Status Employee.** An employee serving in an "acting" position within a higher classification who is promoted to that higher classification, may have all or a portion of the time spent in an "acting" position considered as a part of the probationary period for the higher classification, at the discretion of the City Manager.

**Section 06.03 PERMANENT STATUS.** An employee shall attain permanent status in the class upon successful completion of the probationary period.

## **ARTICLE 07** **WAGE AND SALARY POLICY**

**Section 07.01 BASIC COMPENSATION PLAN.** There is hereby established a basic compensation plan for all represented unit members who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachments "A-1" & "B-1" hereto.

**Section 07.02 SALARY AND WAGE SCHEDULES.** Salary tables effective July 1, 2011 through June 30, 2012 for employees covered by this Agreement are listed in Attachments A & B hereto. These Tables reflect that employees covered by this Agreement shall receive a 4% salary increase, effective July 1, 2011, a 4% salary increase, effective July 1, 2012, and have the right to meet and confer in March 2013 as part of a re-opener to this Agreement in order to discuss an increase of up to 3% effective July 1, 2013 based on the City's ability to pay for same, as determined by the mid-year budget review of 2012/2013, without using general fund reserves.

**Section 07.03 ADMINISTRATION OF BASIC COMPENSATION PLAN.** Where indicated, the compensation ranges and steps contained in the attached salary schedules are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

**Section 07.04 BEGINNING RATES.** A new employee of the City shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the department head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D" or "E", depending on the employee's qualifications.

**Section 07.05 SERVICE.** The word "service," as used in this Agreement shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the employee's department head and approved by the City Manager.

**Section 07.06 ADVANCEMENT WITHIN SCHEDULE.** The following regulations shall govern salary advancement within ranges:

- a. **Service Advancement.** After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.
- b. **Merit Advancement.** An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:
  1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
  2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.

- c. Outstanding Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.
- d. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.
- e. "Y" Rating. When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

**Section 07.07 SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS.** All newly hired or promoted employees who begin at the minimum salary step of a given salary range shall receive a salary increase based on merit, as recommended by the employee's department head and approved by the City Manager, in accordance with the steps and corresponding time periods specified below:

<b><u>SALARY STEP</u></b>	<b><u>EMPLOYEE ELIGIBLE FOR:</u></b>
A	Newly hired employee.
B	After six (6) months of full-time employment and an above standard initial evaluation.
B	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
C	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time

employment.

- E After three and one-half (3 1/2) years of full-time employment.

Notwithstanding the time periods specified above, a newly hired or promoted employee entering a range on a step higher than Step "A" will be eligible for review and salary increase one (1) year from date of hire or promotion, and at future yearly intervals based upon the employee's anniversary date.

An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required by this Agreement and pursuant to procedures outlined in the City's Personnel Rules and Regulations. Advancements to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

- a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
- b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

All merit step salary increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

**Section 07.08 REDUCTION IN SALARY STEPS.** An employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the employee's department head with the approval of the City Manager. Procedures for review and recommendation for such reduction shall be the same as outlined for merit advancements in Section 07.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (b) of Section 07.06.

**Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS.** Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation

increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range, unless otherwise determined by the City Manager. The schedule for eligibility for increases as stated in Section 07.07 of this Article shall apply for such employees.

**Section 07.10 COMPENSATION ON DEMOTION.** When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the procedures and schedule set forth in Sections 07.06 and 07.07 of this Article as if the employee was originally employed in the new classification range.

**Section 07.11 COMPENSATION ON TRANSFER.** When an employee is transferred within a department or between departments, or from one position to another position in the same class with similar duties and qualifications, the employee shall remain at his/her same Step and level of compensation. If necessary, the employee shall be "Y" rated as provided for in Section 07.06 (e).

**Section 07.12 COMPENSATION ON LAYOFF.** Personnel Rule 3.55 is clarified with regard to pay for part-time employees laid off given less than two weeks notice. In such circumstances, the City shall calculate pay for the difference between the date of layoff and two (2) weeks notice as follows. Part-time employees working on average 20 or less hours a week over the preceding three months shall be paid four (4) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working on average 30 or more hours over the preceding three months shall be paid eight (8) hours for each day's difference between the date of layoff and two weeks notice.

**Section 07.13 LONGEVITY PAY.** Any represented members having completed five (5) full years of service with the City shall receive an annual lump sum payment of one hundred and fifty dollars (\$150), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed ten (10) full years of service with the City shall receive an annual lump sum payment of four hundred dollars (\$400.00), which shall be paid on the first Payroll following the employee's anniversary date.

**Section 07.14 BILINGUAL PAY.** The City Council shall offer bilingual pay of an additional forty-five dollars (\$45) per pay period to those full-time employees whom prove proficient in either Spanish or American Sign Language, and are required to use such languages during the course of city business. Any part-time employee receiving bilingual pay prior to July 1, 2006 shall continue to be eligible to receive this bonus pay.

**Section 07.15 SHIFT DIFFERENTIAL.** Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential

shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 07.16 ACTING PAY.** An employee appointed by the City Manager to serve in an "acting" position for a classification other than such employee's regular classification for a period exceeding fifteen (15) consecutive working days as a result of authorized leave by another employee, or exceeding ten (10) consecutive working days resulting from a vacancy due to separation, shall receive a compensation that is the greater of either five percent (5%) of the employee's current compensation, or Step "A" of the acting classification.

**Section 07.17 FLEXTIME.** In order to meet special work schedule requirements, a flextime schedule may be worked for any given day or consecutive work days, with the prior mutual concurrence of the employee, the employee's department head and the City Manager. Such flextime shall allow for differing work days and/or arrival and departure times on given work days provided that the employee works not less than forty (40) hours within their defined workweek. Any hours worked beyond forty (40) in an employee's workweek shall be considered over-time, and be compensated accordingly. Any long-term schedule change to meet extraordinary conditions shall be placed in writing and signed by the employee, the department head, and the City Manager. This Section may be modified and superseded by the requirements of specific work schedules, including the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 07.18 WORK SCHEDULES.** For all employees covered by this Agreement, it is expected that they work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The City has adopted several work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a temporary 4/10 (4 days/40 hours) work schedule, which remains under review. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" hereto. For purposes of the 9/80 work schedule, the workweek shall be defined (for FLSA purposes) as beginning four (4) hours into their shift on their alternating regular day off. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 7:30 a.m. to 4:30 p.m. on Friday (with one hour for lunch) shall have a workweek which shall begin at 11:30 a.m. on Fridays and end at 11:29 a.m. on the following Friday. For all other work schedules, the work week shall remain as defined in Personnel Rule 6.05.

**Section 07.19 LUNCH BREAKS AND REST PERIODS.** The City will provide a one-hour (1) lunch break, without pay, and two paid fifteen (15) minute rest periods per work shift except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods.

**Section 07.20 ECONOMIC LAY OFF.** If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Majority Representative Employee Organization that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Reductions in work force for reasons other than solely economic reasons shall continue to observe the order of layoff set forth in Personnel Rule 3.55.10. Notwithstanding Personnel Rule 3.55.05, it is further agreed by the City and the Majority Representative Employee Organization that where the City Manager determines that a reduction in personnel is necessary for economic reasons, employees shall have "bumping" rights based upon service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Any employee serving in a higher classification in a classification family will be credited for time served in the higher classification when bumped to a lower classification for determination of bumping rights.

## **ARTICLE 08** **OTHER WAGE AND HOURLY BENEFITS**

**Section 08.01 OVERTIME WORKED.** All time worked by a represented unit member beyond forth (40) hours in his/her regular workweek, shall be compensated, at the election of the represented unit member, with cash payment based on one and one-half (1-1/2) times the hourly rate of base salary or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include: overtime not authorized by a supervisor, overtime of ten (10) minutes or less, or voluntary early reporting.

**Section 08.02 COMPENSATORY TIME.** As an alternative to overtime compensation specified in Section 08.01 above, represented unit members shall be eligible to earn compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked beyond his/her regular work period as specified in Section 07.18 above. The amount of outstanding compensatory time earned shall not exceed one hundred fifty (150) hours at any given time. When a represented unit member has reached the maximum of one hundred fifty (150) hours of compensatory time earned, all overtime worked subsequent thereto time shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred fifty (150) hours.

Upon termination of employment, a represented unit member shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

**Section 08.03 CALL BACK COMPENSATION.** Represented unit members called back to work shall be paid a minimum of two (2) hour's compensation at the overtime rate. A

represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work day and is called back to duty.

**Section 08.04 STAND-BY PAY.** When a represented unit member is required to remain at his/her residence during off-duty hours for the purpose of being readily available to be called back to duty, the employee shall receive stand-by pay equivalent to one-quarter (1/4) of the employee's regular hourly rate of pay during those specific hours on stand-by. Stand-by shall only be authorized by the employee's Department Head or the City Manager.

**Section 08.05 FLSA EXEMPT STATUS.** The City designates the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). This change shall go into effect upon ratification by the Union and approval of the City Council. The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes. The parties agree that the following classifications shall be exempt:

- a. Assistant to the City Manager / Human Resources Director
- b. City Engineer
- c. Community Development Manager
- d. Community Services Manager
- e. Municipal Services Manager

## **ARTICLE 09** **CAREER DEVELOPMENT PROGRAM**

**Section 09.01 TUITION REIMBURSEMENT PLAN.** Permanent employees receiving prior written approval from the employee's department head and the City Manager shall be eligible to receive tuition reimbursement pursuant to this Agreement for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.

- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

**Section 09.02 LIMITATIONS ON TUITION REIMBURSEMENT.** No employee shall be reimbursed for an individual course in an amount greater than Nine Hundred Dollars (\$900.00) per semester. In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed One Thousand Eight Hundred Dollars (\$1,800.00).

## **ARTICLE 10** **TRAVEL AND MEETING ALLOWANCE**

**Section 10.01 AUTOMOBILE ALLOWANCE.** The City shall create a pool of City vehicles to be available for use by City employees in the course of city business. In the case of an employee needing to use a private vehicle during the course of city business, mileage incurred during such travel shall be reimbursed by the city. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Finance Director. Such use, if approved, in writing, will be reimbursed at the rate established by the Internal Revenue Service for the calendar year immediately preceding the calendar year in which the rate is to be in effect.

**Section 10.02 REGISTRATION AND LODGING.** The City shall pay the registration fee for conferences, workshops and meetings approved in the annual budget. Said fee shall be paid directly by the City on the appropriate registration form.

The City shall pay the cost of lodging for approved conferences and workshops which are located at such a distance as to make commuting impractical, and which are approved in the annual budget. The City may provide advance payment for lodging, payable to the hotel, upon

presentation of a confirmed registration and the room rate. The employee shall be required to submit a receipt for the lodging payment and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

**Section 10.03 MEALS.** The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed Forty Dollars (\$40.00). Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

**Section 10.04 REIMBURSEMENTS.** All reimbursements for travel and meeting expenses shall be made on the City's regular Warrant Resolution and shall be made only one (1) time per month.

## **ARTICLE 11** **UNIFORMS**

**Section 11.01 UNIFORMS PROVIDED.** All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

## **ARTICLE 12** **VACATION BENEFIT**

**Section 12.01 ACCRUAL INCREMENTS.** All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All full-time employees shall be eligible to accrue paid vacation leave upon hire. No part-time, provisional or temporary employees shall be eligible for any vacation accrual.

**Section 12.02 VACATION ACCRUAL.** Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).
- b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).
- c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).
- d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment

begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

**Section 12.03 MAXIMUM VACATION ACCRUAL.** An employee's available vacation hours shall not exceed the following maximum amounts:

- a. 292.0 hours for the first through fifth year of employment.
- b. 384.0 hours for the sixth through ninth year of employment.
- c. 432.0 hours beginning with the tenth year of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

**Section 12.04 USE OF VACATION.** The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of two (2) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager, in order to meet unusual or emergency conditions, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. Such cash payment shall be made as part of the next regular payroll.

**Section 12.05 VACATION PAYMENT AT TERMINATION.** Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 12.03 of this Article. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with

the City, while serving in an Acting Status, payment of the lump sum accrued vacation leave shall be paid at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced employment in the Acting Status.

Employees dismissed by the City or voluntarily resigning prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular City payroll within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

### **ARTICLE 13** **HOLIDAY BENEFIT**

**Section 13.01 HOLIDAY DATES.** All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- One Floating Holiday per calendar year (except for 4/10 work schedules).

This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.02 HOLIDAYS WORKED.** If a full-time employee is assigned to work on a regular scheduled holiday, in addition to his/her regular pay, he/she shall be paid one-half (1/2) time for all hours worked; thus, totaling time and one-half (1½) pay for all hours worked. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.03 HOLIDAY ON VACATION DAY.** Should one of the regular scheduled holidays fall during a represented unit member's vacation period, or while an employee is lawfully absent with pay, such employee shall be credited for the holiday and no charge shall be made against such employee's accrued vacation or other authorized leave time. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.04 HOLIDAY ON WEEKENDS.** Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Sunday, the following Monday shall be observed as the holiday. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.05 HOLIDAY ON REGULAR DAY OFF.** When a holiday falls on a regular day off, represented unit members shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by the City Manager, in his or her sole discretion. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.06 ELIGIBILITY.** In order to be eligible to receive holiday pay, a represented unit member must have worked, or be deemed to have worked because of lawful absence, such employee's regular scheduled day before and regular scheduled day after the holiday.

## **ARTICLE 14** **OTHER LEAVES**

**Section 14.01 FAMILY LEAVE OF ABSENCE.** The City will grant represented unit members leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L 103-3 and/or Government Code Section 12945.2, as applicable.

**Section 14.02 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.** Upon written recommendation from the employee's department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence. Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

For any absence without pay beyond thirty (30) calendar days, the employee's anniversary date for any accrual or incremental eligibility contained in this Agreement shall be extended by like amount of time.

**Section 14.03 LEAVE OF ABSENCE.** Upon written request of the employee and approval of the City Manager, the City Council or City Manager may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 14.01 of this Article shall apply to extended leave of absence unless specifically authorized otherwise by the City Council.

**Section 14.04 MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

**Section 14.05 JURY DUTY.** Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. The employee must notify his/her department head of the dates of the jury duty upon receipt of the court notice. The employee shall be required to report to work and perform their assigned duties if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled work day. The employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. This Section may be modified and

superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 14.06 WITNESS IN COURT.** Any represented unit member of the City subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his/her officially assigned duties with the City, shall be granted leave with pay during such time as appearing as a witness. The employee must notify his/her department head of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

**Section 14.07 EMERGENCY/BEREAVEMENT LEAVE.** On the death or serious medical emergency of a member of a represented unit member's immediate family; meaning spouse, domestic partner, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, great-grandparent, or great-grand-child or other relative living in the same household, such employee shall be granted emergency/bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid emergency/bereavement leave for an individual who is not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this Section shall not be subject to the grievance or appeal procedures contained in the City's Personnel Rules and Regulations or in this Agreement.

**Section 14.08 ADMINISTRATIVE LEAVE.** The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Administrative Leave with pay each fiscal year (July 1 to June 30): Assistant to the City Manager/Human Resources Director, City Engineer, Community Development Manager, Community Services Manager, and Municipal Services Manager. Employees hired during the fiscal year period shall have administrative leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An Affected Employee shall be allowed to accrue up to a maximum of two-hundred (200) hours of combined administrative and floating holiday leave time. Affected Employees may cash out up to forty (40) hours of leave time per fiscal year, in effect, reducing the balance of their leave time. Cash out may occur once during a given fiscal year with reasonable notice.

## **ARTICLE 15** **SICK LEAVE**

**Section 15.01 ELIGIBILITY.** Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments of a represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother or step-sister.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City

Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

Nothing in this Article shall prohibit an employee from using his/her other accrued leave time for purposes of illness or medical appointment.

**Section 15.02 ACCRUAL.** Employees subject to this Agreement shall accrue eight (8) hours of sick leave on the first day of each month except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. There shall be no limitation on accrual.

Newly hired employees in a permanent full-time classification, shall be eligible to begin the monthly accrual provided for herein beginning on the first day of employment at the rate of eight (8) hours of sick leave per month.

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

**Section 15.03 REPORTING OF SICK LEAVE.** At the sole discretion of the City and upon reasonable cause, an employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform his/her immediate supervisor or other supervisor in the department of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

At the sole discretion of the City, an employee may be required to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

**Section 15.04 CONVERSION OF ACCRUED SICK LEAVE.** After two (2) years of full-time employment with the City, an employee may convert sick leave to compensation as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

Allowable conversion

100% (60 hours)

Criteria for benefit conversion

Less than or equal to 30 hours of Sick Leave used during a Fiscal Year

Allowable conversion

Criteria for benefit conversion

50% (30 hours)

Less than or equal to 60 hours of Sick Leave used during a Fiscal Year

25% (15 hours)

Less than or equal to 90 hours of Sick Leave used during a Fiscal Year

0% (not eligible)

Greater than 90 hours of Sick Leave used during a Fiscal Year

Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in September.

A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours on August 1 of each year.

**Section 15.05 SICK LEAVE ON RESIGNATION.** Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her voluntary resignation or layoff from service with the City to convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and eighty-eight (288) hours, to vacation leave and be compensated for such in accordance with Section 12.05, except that an employee hired after July 1, 1993, may convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and fifty (250) hours, to vacation leave and be compensated for such in accordance with Section 12.05. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City while serving in an acting status, payment of the lump sum accrued sick leave converted to vacation leave shall be compensated at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced serving in the acting status.

**Section 15.06 CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.** Upon voluntary retirement and after a minimum of ten (10) years service, a represented unit member may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining, and a represented unit member may take said hours as paid leave before the effective date of retirement.

**ARTICLE 16**  
**INSURANCE AND RELATED BENEFITS**

**Section 16.01 MEDICAL BENEFITS.** Medical benefits shall be under the CalPERS medical program.

**Section 16.02 FLEXIBLE BENEFITS PLAN.** The City shall implement a flexible benefit plan as follows:

- a. The Flexible Benefit Contribution per month per full time employee as of July 1, 2011 is One Thousand Fifty Dollars and Thirty-six Cents (\$1,050.36) ("Flexible Benefit Contribution"). The Flexible Benefit Contribution per month per full time employee shall be increased to One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) effective July 1, 2012. The Flexible Benefit Contribution per month per full time employee may be further increased by up to One Hundred Dollars (\$100) based on the increase of the highest level HMO at the Employee +1 Dependent rate, effective July 1, 2014, pending meet and confer as part of a contract re-opener in March 2013 to discuss this increase based on the City's ability to pay for same, as determined by the mid-year budget review of 2012/2013, without using general fund reserves. Employees who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program.
  
- b. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits among the following City sponsored programs:
  1. Dependent Insurance
  2. Additional Life Insurance
  3. Deferred Compensation
  4. Section 125 Program

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- a. The City shall contribute the full amount of the premium for employee for a \$50,000 term life insurance.
  
- b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.
  
- c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

**Section 16.03 SECTION 125 PROGRAM.** (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

**Section 16.04 DEFERRED COMPENSATION.** The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee.

**Section 16.05 RETIREE PARTICIPATION.** Effective July 1, 1991 retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

On the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Employees retired prior to July 1, 1991 who were covered under the CalPERS medical program shall be entitled to continue participation regardless of years of service.

**Section 16.06 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** If a full-time employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work, the City shall continue to make medical insurance contributions in accordance with Section 16-02a for a maximum of six (6) months. The employee may only continue to participate in the same type of benefit plan and level of benefits (employee, employee plus one, or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

**Section 16.07 INJURED ON DUTY PAY STATUS.** Any employee claiming a work related injury or illness while at his/her work place shall be required to report the injury or illness to the employee's supervisor as soon as possible.

- a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.
- b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

The Personnel Officer shall require the employee to be examined by a City-designated physician who shall make a report to the City as to the employee's ability to perform the duties and responsibilities of his/her position.

Such employee will receive workers' compensation disability payments while on temporary disability according to the amounts set by the State of California. During the first three (3) days of time off due to injury, an employee may elect to use accumulated sick leave during this time. An employee unable to work for more than fourteen (14) days due to job related injury will be compensated during the initial three-day "waiting period" according to amounts set by the State of California. Where the employee has elected to use accumulated sick leave during the three-(3) day waiting period, the amount reimbursed by the State for these three (3) days shall be remitted to the City.

An employee may elect to take accumulated hours of sick leave or vacation leave such that, together with the disability pay, total compensation received would equal not more than their regular salary.

Any period of time during which an employee is required to be absent from his/her position by reason of work-related injury or illness for which they are entitled to receive compensation under Division 4 (commencing with Section 3201) of the State Labor Code, will not be considered a break in their continuous service for the purpose of salary adjustments, sick leave, vacation leave or seniority.

**Section 16.08 MEDICAL BENEFITS TO PART-TIME EMPLOYEES.** Part-time employees shall not be eligible to receive medical benefits. Any part-time employees employed with the City prior to July 1, 2006 who have worked more than 1000 hours in a fiscal year shall be eligible for a One-Hundred Seventy-Five Dollar (\$175) monthly contribution towards health benefit costs. Said contribution shall be available as a credit towards total costs, and only if a represented unit member selects any health plan available through the City's programs. Additionally, any Part-time employee who works in excess of seventy (70) hours in a two week period and who selects a health plan from the City's program, shall receive an additional Thirty Dollar (\$30) credit per month towards the cost of said medical insurance coverage.

**Section 16.09 WELLNESS PROGRAM.** Full-time employees may be eligible to receive reimbursement of up to One-Hundred Dollars (\$100) annually based upon fiscal year for participation in a qualified program. Qualified program may include, but not be limited to, for example – "Weight Watchers", "Jenny Craig", "Nutrisystem", etc., or membership to a gymnasium or fitness program like "Curves". Reimbursement will be made upon receipt of proof of participation - a requirement satisfied by showing enrollment form and payment receipt.

## **ARTICLE 17** **RETIREMENT BENEFIT**

**Section 17.01 CalPERS MEMBERSHIP.** The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. Commencing with the payroll period after passage by the City Council, the City shall pay on behalf of each represented unit member that portion of the employee's share of the required retirement contribution to CalPERS which equals three percent (3%) of the employee's base compensation as defined by the Public Employees' Retirement Law,

Government Code Section 20000. *et seq.* Effective September, 2011, each represented unit member shall pay four percent (4%) of their base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000. *et seq.* The City will continue to report these payments as being those of the represented unit member so that they will be credited to the particular employee's individual account with CalPERS. Effective July 1, 2012, each represented unit member shall pay the entire member contribution, which is currently seven percent (7%) of their base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000. *et seq.* Any represented unit member hired after September 6, 2011, shall be required to pay the entire member contribution, which is currently seven percent (7%) of their base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000. *et seq.*

The City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service

The parties agree that the following change may be made as soon as approved by City Council and CalPERS:

- d. Section 20037: Three Years Final compensation.

Any affected unit members that have retired prior to this change, once approved by City Council and CalPERS, are not subject to the change, and shall remain at their current benefit level.

## **ARTICLE 18 GRIEVANCES**

**Section 18.01 MATTERS SUBJECT TO GRIEVANCE PROCEDURES.** A “grievance” is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing ordinances, rules, regulations, or policies administered by the employee’s Department Director or designated authority concerning wages, hours, or other terms and conditions of employment. The solution of any such grievance must be wholly or partially within the province of the City to rectify.

**Section 18.02 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES.** The following matters are not subject to the grievance procedure:

Employee discipline.

Employee performance evaluations, including denial of a step increase, performance pay increase, and other merit or performance pay issues.

Management of the City generally and issues of City or Department policy.

Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or work force.

Determination of the nature, manner, means, technology and extent of services to be provided to the public.

Types of equipment or technology to be used.

Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

Work assignments and schedules in accordance with requirements as determined by the City.

Establishment, implementation and modification of productivity and performance programs and standards.

Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

Establishment and approved modifications of job classifications.

Determination of standards, policies and procedures for selection, training and promotion of employees.

Establishment, implementation and modification of Departmental organization, supervisory assignments, chains of command and reporting responsibilities.

Levels of compensation, pay and benefits based upon budgetary and fiscal considerations.

**Section 18.03 FREEDOM FROM REPRISAL.** No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for filing or participating in a grievance petition.

**Section 18.04 RESOLUTION.** Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive. Any grievance shall be considered resolved if it is not brought forward by the grievant through the grievance steps in the time frame prescribed.

**Section 18.05 WITHDRAWAL.** Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

**Section 18.06 RESUBMISSION.** Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

**Section 18.07 EMPLOYEE REPRESENTATION.** If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an employee whom the employee may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

**Section 18.08 OBEY NOW-GRIEVE LATER.** If an employee is given a legitimate order that he/she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others, or if the requested assignment violates the employee's constitutional rights.

**Section 18.09 INITIATION OF GRIEVANCE PROCEDURE.** An employee must initiate the grievance procedure (formal or informal) within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant should, with reasonable diligence have had knowledge of such occurrence, whichever is later.

**Section 18.10 INFORMAL GRIEVANCE PROCEDURE.** Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist.

The employee's immediate supervisor shall provide a decision within five (5) days of the discussion with the employee, or it shall be deemed that the grievance is informally rejected, and that the employee shall have the right to file a formal grievance petition. If the employee is not satisfied with the decision reached through the informal discussion, or if extenuating circumstances exist, the employee shall have the right to file a formal grievance petition.

**Section 18.11 FORMAL GRIEVANCE PROCEDURE.**

**Step I:** If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal written grievance to the Department Director within fifteen (15) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived. Copies of any grievances filed at this Step shall be sent to the President of the Majority Representative Employee Organization that represents the employee. If the grievance is against the Department Director, then the employee may proceed directly to Step II.

All grievances shall be submitted in the format prescribed by the Personnel Officer, and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation or policy allegedly violated, and the specific remedies sought.

The Department Director shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor to be present for the meeting. The Department Director will thereafter render a written decision within ten (10) working days

after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date.

**Step II:** If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Personnel Officer within ten (10) working days after the Department Director's decision is received by the employee. The Personnel Officer shall meet with the employee and/or the employee's representative to discuss the grievance and will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. If the grievance is against the Personnel Officer, then the employee may proceed directly to Step III.

**Step III:** If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) workings days after Personnel Officer's decision is received by the employee. The City Manager shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor and/or Department Director to be present for the meeting. The City Manager will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. The decision of the City Manager shall be final and conclusive.

If a grievance is against the City Manager, then the employee shall file the grievance directly with the City Attorney. The City Attorney shall meet with the employee and/or the employee's representative to discuss the grievance. The City Attorney shall also meet with the City Manager to discuss the grievance. The City Attorney shall then consult with the City Council in closed session regarding the grievance and thereafter render a written decision. The decision of the City Attorney shall be final and conclusive.

**Section 18.12 TIME LIMITS.** Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing. Any grievance petition not carried to the next step by the grievant, within the prescribed time limits, shall be deemed resolved upon the basis of the previous disposition. Any lack of written response by the City, at any stage, will result in the grievance automatically advancing to the next step.

## **ARTICLE 19** **FULL UNDERSTANDING AND** **WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT**

**Section 19.01 FULL UNDERSTANDING.** This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded or otherwise affected by this Agreement.

**ARTICLE 20**  
**EMERGENCY WAIVER PROVISION**

**Section 20.01 WAIVER GRANTED.** In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement will be reinstated immediately. Majority Representative Employee Organization shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Agreement during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

**ARTICLE 21**  
**SEVERABILITY PROVISION**

**Section 21.01 SEVERABILITY DECLARED.** Should any provisions of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

**ARTICLE 22**  
**TERM OF AGREEMENT**

**Section 22.01 TERM ESTABLISHED.** The term of this Agreement shall commence upon ratification by the Majority Representative Employee Organization bargaining unit members and adoption by the City Council, and shall continue in full force and effect until June 30, 2011.

**ARTICLE 23**  
**RATIFICATION AND EXECUTION**

**Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION.** The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on August 25, 2011, its members voted to ratify the Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

**ARTICLE 24**  
**POLYGRAPHS**

**Section 24.01 PROHIBITION ON POLYGRAPHS.** The City and the Majority Representative Employee Organization agree that the use of polygraphs on members of the LPMME Unit or LCE Unit is prohibited.

**ARTICLE 25**  
**RE-OPENERS**

**Section 25.01** The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations;
- b. Changes and/or revisions to the City's Employer-Employee Resolution(s).
- c. Salary Adjustment for July 1, 2013, per Section 07.02 above, to be scheduled in March 2013.
- d. Flex Benefit Increase for July 1, 2013, per Section 16.02 above, to be scheduled in March 2013.

The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation.

CITY OF LAWNSDALE  
Stephen N. Mandoki, City Manager

MAJORITY REPRESENTATIVE  
EMPLOYEE ORGANIZATION

\_\_\_\_\_  
Daniel P. Bartelson, Human Resources Director

\_\_\_\_\_  
LPMME UNIT NEGOTIATION TEAM  
MEMBER: Wayne Schaller

\_\_\_\_\_  
Ken Louie, Finance Director

\_\_\_\_\_  
LCE UNIT NEGOTIATION TEAM  
MEMBER: Jamie Rodriguez

\_\_\_\_\_  
Colin Tanner, Labor Negotiator

\_\_\_\_\_  
AFSCME Business Representative:  
Ron Johnson

ATTACHMENT "A"

**CITY OF LAWNSDALE**  
**Mid-Management Unit**  
 2011-2012 Salary Schedule

<b>MONTHLY RATE</b>	<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Deputy City Clerk	160	4,602	4,832	5,074	5,327	5,594
Administrative Analyst	165	4,853	5,095	5,350	5,618	5,898
Assistant Planner	165	4,853	5,095	5,350	5,618	5,898
Grant/Economic Dev Coordinator	169	5,029	5,281	5,545	5,822	6,113
Community Services Supervisor	170	5,089	5,343	5,610	5,891	6,185
Assistant Engineer	173	5,233	5,495	5,770	6,058	6,361
Municipal Services Supervisor	175	5,339	5,606	5,887	6,181	6,490
Maintenance Supervisor	180	5,625	5,907	6,202	6,512	6,838
Associate Planner	185	5,898	6,193	6,502	6,827	7,169
Associate Engineer	190	6,200	6,511	6,836	7,178	7,537
Cable Television Supervisor	190	6,200	6,511	6,836	7,178	7,537
Accounting Manager	196	6,580	6,909	7,255	7,617	7,998
Community Development Manager	203	7,054	7,407	7,777	8,166	8,575
Assistant to the City Manager/HR Director	210	7,681	8,066	8,469	8,892	9,337
Community Services Manager	210	7,681	8,066	8,469	8,892	9,337
Municipal Services Manager	210	7,681	8,066	8,469	8,892	9,337
City Engineer	219	8,272	8,686	9,120	9,576	10,055

**ATTACHMENT "B"**  
**LCE Unit**  
**Classified Unit**  
**2011-2012 Salary Schedule**

<b>MONTHLY RATE</b>	<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Office /Personnel Assistant	115	2,947	3,095	3,249	3,412	3,583
Maintenance Worker I	125	3,248	3,410	3,581	3,760	3,948
Municipal Services Officer I	125	3,248	3,410	3,581	3,760	3,948
Transit Operator	125	3,248	3,410	3,581	3,760	3,948
Accounting Specialist	135	3,602	3,782	3,971	4,169	4,378
Maintenance Worker II	135	3,602	3,782	3,971	4,169	4,378
Municipal Services Officer II	135	3,602	3,782	3,971	4,169	4,378
Accounting / Payroll Specialist	140	3,770	3,959	4,156	4,364	4,582
Admin Assistant II	140	3,770	3,959	4,156	4,364	4,582
Building Permit Specialist	140	3,770	3,959	4,156	4,364	4,582
Assistant Public Works Inspector	145	3,972	4,170	4,379	4,598	4,828
Community Services Coordinator	145	3,972	4,170	4,379	4,598	4,828
Maintenance Worker III	145	3,972	4,170	4,379	4,598	4,828
Recreation Coordinator	145	3,972	4,170	4,379	4,598	4,828
Executive Assistant	155	4,375	4,594	4,824	5,065	5,318
Construction Inspector	155	4,375	4,594	4,824	5,065	5,318
Code Enforcement Officer I	160	4,602	4,832	5,074	5,327	5,594
Code Enforcement Officer II	165	4,853	5,095	5,350	5,618	5,898

**Part-Time Employees Hourly Rates**  
2011-2012 Salary Schedule

<b>HOURLY RATE</b>	<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Recreation Leader I	60	9.43	9.90	10.40	10.92	11.46
Recreation Leader II	70	10.42	10.94	11.49	12.06	12.67
Senior Recreation Leader	85	12.10	12.71	13.53	14.01	14.71
Delivery Worker	94	13.23	13.89	14.58	15.31	16.08
Office Assistant	115	16.35	17.17	18.03	18.93	20.67
CATV Production Assistant	125	18.01	18.91	19.86	20.85	21.89
Municipal Services Officer I	125	18.01	18.91	19.86	20.85	21.89
CATV Production Assistant II	130	18.93	19.87	20.87	21.91	23.01
Emergency Preparedness Coordinator	140	20.94	21.99	23.09	24.24	25.45

ATTACHMENT "C"  
4/10 Work Program

---

Components of the 4/10 Work Program are as follows:

- Workdays – Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks.
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods. For those unit employees not on a 9/80 work schedule, the seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by management. For those unit employees that are currently assigned to work a 9/80, the work schedule shall be defined (for FLSA purposes) as beginning four (4) hours into their shift on their alternating regular day off. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 7:30 a.m. to 4:30 p.m. on Friday (with one [1] hour for lunch) shall have a workweek which shall begin at 11:30 a.m. on Fridays and end at 11:29 a.m. on the following Friday.
- Public Works Maintenance Workers shall work a 9/80 work schedule, with hours to be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). A part-time Maintenance Worker shall conduct graffiti removal on weekends.
- All employees working a 9/80 work schedule shall accrue leave time in nine hour increments for the following types of leave: all City holidays, floating holiday, sick leave, and vacation leave.
- Observance of Holidays (9/80): If a City holiday falls on a Saturday, the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, the proceeding Thursday is observed as a paid holiday. If a City holiday falls on a Saturday during the week of an off-Friday, an employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, that day shall be given as the holiday.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

- Community Services senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue 5 days per week. Parks continue to be open 7 days per week, staffed by part-time employees with Supervisor on call. The department director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten hours a day (40 hours per week), unless an employee is working a flex schedule, as defined in Section 07.17 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.
- Vacation earned in 10-hour increments (except as outlined in Section 12.02).
- Sick Leave earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- Holidays to be earned in 10-hour increments.
- If a City holiday falls on a Friday, the preceding Thursday is observed as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday.
- The Friday after Thanksgiving and the current Floating Holiday are eliminated from the City holiday schedule (see attached schedule of City holidays).
- The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off.
- If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater.
- Use of Floaters are subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to working 5/40 type schedules.

---

## **2010-2011 Holidays Under 4/10 Schedule**

New Year's Day\*  
Martin Luther King, Jr.  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve\*  
Christmas Day\*  
New Year's Eve\*  
Floating Holidays

Staff will receive Floating Holidays as prescribed above. If the program is not extended, the remaining holidays will be observed as done so on a 5/40 schedule.

- Subject to provisions under 4/10 work program