

RESOLUTION NO. CC-2208-041

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING THE FIRST AMENDMENT TO THE
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, 2020 - JUNE 30, 2023**

WHEREAS, the City of Lawnsdale (“City”) and the Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (“Majority Representative Employee Organization”) entered into that certain agreement entitled 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, 2020 - June 30, 2023 (“Agreement”) on or about February 7, 2022; and

WHEREAS, the City and the Majority Representative Employee Organization agreed to reopen the Agreement during the term of the MOU to meet and confer regarding certain terms and conditions of employment, to include: the citywide classification and compensation study (“Study.”); and

WHEREAS, the City and the Majority Representative Employee Organization now desire to amend the Agreement to implement the first phase of the citywide classification and compensation study (“Study”) to: i) amend and update the 2022-23 salary schedule for Lawnsdale Classified Employees (“LCE”) Unit and Lawnsdale Professional Mid-Management Employees (“LPMME”) Unit to bring applicable positions to market as identified in the Study; ii) delete the position of “City Engineer” from the LPMME bargaining unit and the City’s classification plan; iii) delete the position of “Assistant Public Works Inspector” from the LCE bargaining unit and the City’s classification plan; and iv) implement the proposed structured salary schedule for all positions; and

WHEREAS, the parties have complied with the meet and confer requirements of the Meyers-Milias-Brown Act with respect to the proposed amendments to the Agreement described in the recital above; and


WHEREAS, members of the Majority Representative Employee Organization ratified the modifications to the Agreement as set forth in the First Amendment to the Agreement.

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

SECTION 1. The First Amendment to the Agreement, attached hereto as Exhibit "A", is hereby approved.

SECTION 2. Except as expressly provided in the First Amendment, all other provisions of the Agreement shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2022.



 Robert Pullen-Miles, Mayor

ATTEST:

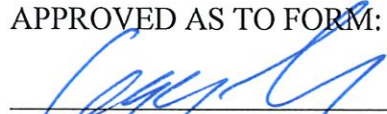
State of California)
 County of Los Angeles) SS
 City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2208-041 at a regular meeting of said Council held on the 6th day of September, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman, Mayor Pro Tem	X				
Sirley Cuevas	X				
Bernadette Suarez	X				
Pat Kearney	X				



 Erica Harbison, City Clerk

APPROVED AS TO FORM:


 Gregory M. Murphy, City Attorney

EXHIBIT "A"

First Amendment to the Memorandum of Understanding between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 – June 30, 2023"

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAWDALE AND LOCAL 1895, COUNCIL 36,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 2020 - JUNE 30, 2023**

This First Amendment to the Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 - June 30, 2023 (“First Amendment”) is entered into this 15th day of August 2022 by and between the City of Lawndale (“City”) and the Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (“Majority Representative Employee Organization”).

R E C I T A L S

WHEREAS, the City and the Majority Representative Employee Organization entered into that certain agreement entitled Memorandum of Understanding (“MOU”) Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 - June 30, 2023 (“Agreement”) on or about February 7, 2022; and

WHEREAS, the City and the Majority Representative Employee Organization agreed to reopen the Agreement during the term of the MOU to meet and confer regarding certain terms and conditions of employment, to include: the citywide classification and compensation study (“Study.”); and

WHEREAS, the City and the Majority Representative Employee Organization now desire to amend the Agreement to implement the first phase of the citywide classification and compensation study (“Study”) to: i) amend and update the 2022-23 salary schedule for Lawndale Classified Employees (“LCE”) Unit and Lawndale Professional Mid-Management Employees (“LPMME”) Unit to bring applicable positions to market as identified in the Study; ii) delete the position of “City Engineer” from the LPMME bargaining unit and the City’s classification plan; iii) delete the position of “Assistant Public Works Inspector” from the LCE bargaining unit and the City’s classification plan; and iv) implement the proposed structured salary schedule for all positions; and

WHEREAS, the parties have complied with the meet and confer requirements of the Meyers-Milias-Brown Act with respect to the proposed modifications to the Agreement described in the recital above and as set forth in this First Amendment; and

WHEREAS, members of the Majority Representative Employee Organization have ratified the modifications to the Agreement as set forth in this First Amendment.

NOW, THEREFORE, it is hereby agreed that this First Amendment modifies the Agreement in the following particulars only:

Section 1. Section 7.02. of the Agreement, “Salary and Wage Schedules,” is hereby amended to update paragraph “e” to read in its entirety as follows.

Effective July 1, 2022, the City and AFSCME agree to place all applicable positions covered by this Agreement in line with the market as identified by the classification and compensation study ("Study"), honoring Step placement.

The City and AFSCME agree to implement a structured salary schedule (using a 5-step range, with 5% between steps and 1% between ranges) and place all positions on the salary schedule at the appropriate Step, within the new salary range that is closest to the new rate of pay, without being less than their current rate of pay.

The City and AFSCME agree to continue to meet and confer in good faith regarding the implementation of the Second Phase of the Study results and recommendations as it relates to the job descriptions.

Section 2. Attachment "A" to the Agreement, the salary schedule for the Lawndale Professional Mid-Management Employees ("LPMME") Unit, shall be amended and salary schedule effective July 1, 2022 will be replaced with the new salary schedule as set forth on Attachment "A-1," which is attached hereto and incorporated herein by this reference, to be effective July 1, 2022.

Section 3. Attachment "B" to the Agreement, the salary schedule for the Lawndale Classified Employees ("LCE") Unit, shall be amended in its entirety and replaced with Attachment "B-1," which is attached hereto and incorporated herein by this reference, to be effective July 1, 2022.

Section 4. The position of "City Engineer" is hereby removed from the LPMME bargaining unit and the City's classification plan, and the reference to this position in Attachment "A" to the Agreement is hereby deleted.

Section 5. The position of "Assistant Public Works Inspector" is hereby removed from the LCE bargaining unit and the City's classification plan, and the reference to this position in Attachment "A" to the Agreement is hereby deleted.

Section 6. Except as expressly provided in this First Amendment, all other provisions of the Agreement, as previously amended, shall remain in full force and effect

This First Amendment, when executed by the City labor relations representatives and the Majority Representative Employee Organization representatives, constitutes a joint recommendation therefrom, after ratification of the Majority Representative Employee Organization membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This First Amendment is of no force or effect unless or until approved and adopted by a resolution of the City Council. The City and the Majority Representative Employee Organization acknowledge that this Agreement is signed by their respective representatives this 15th day of August 2022.

CITY OF LAWNSDALE

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION

By:

Robert Pullen -Miles, Mayor

LPMME UNIT NEGOTIATOR
TEAM MEMBER

APPROVED AS TO FORM
Burke, Williams & Sorensen, LLP:

LCE UNIT NEGOTIATOR
TEAM MEMBER

Gregory M. Murphy, City Attorney

AFSCME Business Representative

ATTACHMENT A-1

Professional Mid-Management Employees Fiscal Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
2002	Deputy City Clerk	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832
5006	Assistant Planner	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181
5003	Grant/Economic Dev Coordinator	80	\$6,087	\$6,391	\$6,711	\$7,046	\$7,399
3003	Community Services Supervisor	84	\$6,334	\$6,651	\$6,983	\$7,332	\$7,699
1002	Administrative Analyst	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
7003	Assistant Engineer	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
6003	Municipal Services Supervisor	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254
8001	Maintenance Supervisor	94	\$6,997	\$7,346	\$7,714	\$8,099	\$8,504
5005	Associate Planner	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675
7002	Associate Engineer	105	\$7,806	\$8,196	\$8,606	\$9,036	\$9,488
5004	Senior Planner	107	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679
9001	Cable Television Supervisor	111	\$8,286	\$8,700	\$9,135	\$9,592	\$10,072
5002	Community Development Manager	118	\$8,884	\$9,328	\$9,794	\$10,284	\$10,798
4002	Accounting Manager	119	\$8,973	\$9,421	\$9,892	\$10,387	\$10,906
6002	Municipal Services Manager	123	\$9,337	\$9,804	\$10,294	\$10,809	\$11,349
3002	Community Services Manager	123	\$9,337	\$9,804	\$10,294	\$10,809	\$11,349
7001	City Engineer	Delete					

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Lawndale 2022 Proposed Salary Schedule

Salary Range						
Salary Range	Step A	Step B	Step C	Step D	Step E	Salary Range
0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452	1
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857	2
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265	3
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678	4
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095	5
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516	6
7	\$35,327	\$37,094	\$38,948	\$40,896	\$42,941	7
8	\$35,681	\$37,465	\$39,338	\$41,305	\$43,370	8
9	\$36,037	\$37,839	\$39,731	\$41,718	\$43,804	9
10	\$36,398	\$38,218	\$40,129	\$42,135	\$44,242	10
11	\$36,762	\$38,600	\$40,530	\$42,556	\$44,684	11
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131	12
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582	13
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038	14
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499	15
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964	16
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433	17
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908	18
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387	19
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870	20
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359	21
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853	22
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351	23
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855	24
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363	25
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877	26
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396	27
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920	28
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449	29
30	\$44,412	\$46,633	\$48,965	\$51,413	\$53,983	30
31	\$44,856	\$47,099	\$49,454	\$51,927	\$54,523	31
32	\$45,305	\$47,570	\$49,949	\$52,446	\$55,068	32
33	\$45,758	\$48,046	\$50,448	\$52,971	\$55,619	33
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175	34
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737	35
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304	36
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878	37
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456	38
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041	39
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631	40
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228	41
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830	42
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438	43
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053	44
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673	45
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300	46
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933	47
48	\$53,124	\$55,780	\$58,569	\$61,497	\$64,572	48
49	\$53,655	\$56,338	\$59,155	\$62,112	\$65,218	49
50	\$54,191	\$56,901	\$59,746	\$62,733	\$65,870	50
51	\$54,733	\$57,470	\$60,344	\$63,361	\$66,529	51
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194	52
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866	53
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545	54

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Lawndale 2022 Proposed Salary Schedule

55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230	55
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922	56
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622	57
58	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328	58
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041	59
60	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761	60
61	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489	61
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224	62
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966	63
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716	64
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473	65
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238	66
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010	67
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790	68
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578	69
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374	70
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178	71
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989	72
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809	73
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637	74
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474	75
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319	76
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172	77
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033	78
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904	79
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783	80
81	\$73,772	\$77,461	\$81,334	\$85,401	\$89,671	81
82	\$74,510	\$78,236	\$82,147	\$86,255	\$90,567	82
83	\$75,255	\$79,018	\$82,969	\$87,117	\$91,473	83
84	\$76,008	\$79,808	\$83,798	\$87,988	\$92,388	84
85	\$76,768	\$80,606	\$84,636	\$88,868	\$93,312	85
86	\$77,535	\$81,412	\$85,483	\$89,757	\$94,245	86
87	\$78,311	\$82,226	\$86,338	\$90,654	\$95,187	87
88	\$79,094	\$83,049	\$87,201	\$91,561	\$96,139	88
89	\$79,885	\$83,879	\$88,073	\$92,477	\$97,100	89
90	\$80,684	\$84,718	\$88,954	\$93,401	\$98,071	90
91	\$81,490	\$85,565	\$89,843	\$94,335	\$99,052	91
92	\$82,305	\$86,421	\$90,742	\$95,279	\$100,043	92
93	\$83,128	\$87,285	\$91,649	\$96,232	\$101,043	93
94	\$83,960	\$88,158	\$92,566	\$97,194	\$102,054	94
95	\$84,799	\$89,039	\$93,491	\$98,166	\$103,074	95
96	\$85,647	\$89,930	\$94,426	\$99,147	\$104,105	96
97	\$86,504	\$90,829	\$95,370	\$100,139	\$105,146	97
98	\$87,369	\$91,737	\$96,324	\$101,140	\$106,197	98
99	\$88,243	\$92,655	\$97,287	\$102,152	\$107,259	99
100	\$89,125	\$93,581	\$98,260	\$103,173	\$108,332	100
101	\$90,016	\$94,517	\$99,243	\$104,205	\$109,415	101
102	\$90,916	\$95,462	\$100,235	\$105,247	\$110,509	102
103	\$91,826	\$96,417	\$101,238	\$106,300	\$111,615	103
104	\$92,744	\$97,381	\$102,250	\$107,363	\$112,731	104
105	\$93,671	\$98,355	\$103,273	\$108,436	\$113,858	105
106	\$94,608	\$99,338	\$104,305	\$109,521	\$114,997	106
107	\$95,554	\$100,332	\$105,348	\$110,616	\$116,147	107
108	\$96,510	\$101,335	\$106,402	\$111,722	\$117,308	108
109	\$97,475	\$102,348	\$107,466	\$112,839	\$118,481	109
110	\$98,449	\$103,372	\$108,540	\$113,967	\$119,666	110
111	\$99,434	\$104,406	\$109,626	\$115,107	\$120,863	111
112	\$100,428	\$105,450	\$110,722	\$116,258	\$122,071	112
113	\$101,433	\$106,504	\$111,829	\$117,421	\$123,292	113
114	\$102,447	\$107,569	\$112,948	\$118,595	\$124,525	114
115	\$103,471	\$108,645	\$114,077	\$119,781	\$125,770	115
116	\$104,506	\$109,731	\$115,218	\$120,979	\$127,028	116
117	\$105,551	\$110,829	\$116,370	\$122,189	\$128,298	117
118	\$106,607	\$111,937	\$117,534	\$123,410	\$129,581	118
119	\$107,673	\$113,056	\$118,709	\$124,645	\$130,877	119
120	\$108,749	\$114,187	\$119,896	\$125,891	\$132,186	120
121	\$109,837	\$115,329	\$121,095	\$127,150	\$133,507	121
122	\$110,935	\$116,482	\$122,306	\$128,421	\$134,842	122
123	\$112,045	\$117,647	\$123,529	\$129,706	\$136,191	123

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Lawndale 2022 Proposed Salary Schedule

124	\$113,165	\$118,823	\$124,764	\$131,003	\$137,553	124
125	\$114,297	\$120,012	\$126,012	\$132,313	\$138,928	125
126	\$115,440	\$121,212	\$127,272	\$133,636	\$140,318	126
127	\$116,594	\$122,424	\$128,545	\$134,972	\$141,721	127
128	\$117,760	\$123,648	\$129,830	\$136,322	\$143,138	128
129	\$118,938	\$124,884	\$131,129	\$137,685	\$144,569	129
130	\$120,127	\$126,133	\$132,440	\$139,062	\$146,015	130
131	\$121,328	\$127,395	\$133,764	\$140,453	\$147,475	131
132	\$122,542	\$128,669	\$135,102	\$141,857	\$148,950	132
133	\$123,767	\$129,955	\$136,453	\$143,276	\$150,439	133
134	\$125,005	\$131,255	\$137,818	\$144,708	\$151,944	134
135	\$126,255	\$132,567	\$139,196	\$146,156	\$153,463	135
136	\$127,517	\$133,893	\$140,588	\$147,617	\$154,998	136
137	\$128,792	\$135,232	\$141,994	\$149,093	\$156,548	137
138	\$130,080	\$136,584	\$143,414	\$150,584	\$158,113	138
139	\$131,381	\$137,950	\$144,848	\$152,090	\$159,695	139
140	\$132,695	\$139,330	\$146,296	\$153,611	\$161,291	140
141	\$134,022	\$140,723	\$147,759	\$155,147	\$162,904	141
142	\$135,362	\$142,130	\$149,237	\$156,699	\$164,533	142
143	\$136,716	\$143,551	\$150,729	\$158,266	\$166,179	143
144	\$138,083	\$144,987	\$152,236	\$159,848	\$167,841	144
145	\$139,464	\$146,437	\$153,759	\$161,447	\$169,519	145
146	\$140,858	\$147,901	\$155,296	\$163,061	\$171,214	146
147	\$142,267	\$149,380	\$156,849	\$164,692	\$172,926	147
148	\$143,690	\$150,874	\$158,418	\$166,339	\$174,656	148
149	\$145,126	\$152,383	\$160,002	\$168,002	\$176,402	149
150	\$146,578	\$153,907	\$161,602	\$169,682	\$178,166	150
151	\$148,044	\$155,446	\$163,218	\$171,379	\$179,948	151
152	\$149,524	\$157,000	\$164,850	\$173,093	\$181,747	152
153	\$151,019	\$158,570	\$166,499	\$174,824	\$183,565	153
154	\$152,529	\$160,156	\$168,164	\$176,572	\$185,400	154
155	\$154,055	\$161,757	\$169,845	\$178,338	\$187,254	155
156	\$155,595	\$163,375	\$171,544	\$180,121	\$189,127	156
157	\$157,151	\$165,009	\$173,259	\$181,922	\$191,018	157
158	\$158,723	\$166,659	\$174,992	\$183,741	\$192,928	158
159	\$160,310	\$168,325	\$176,742	\$185,579	\$194,858	159
160	\$161,913	\$170,009	\$178,509	\$187,435	\$196,806	160
161	\$163,532	\$171,709	\$180,294	\$189,309	\$198,774	161
162	\$165,167	\$173,426	\$182,097	\$191,202	\$200,762	162
163	\$166,819	\$175,160	\$183,918	\$193,114	\$202,770	163
164	\$168,487	\$176,912	\$185,757	\$195,045	\$204,797	164
165	\$170,172	\$178,681	\$187,615	\$196,996	\$206,845	165
166	\$171,874	\$180,468	\$189,491	\$198,966	\$208,914	166
167	\$173,593	\$182,272	\$191,386	\$200,955	\$211,003	167
168	\$175,329	\$184,095	\$193,300	\$202,965	\$213,113	168
169	\$177,082	\$185,936	\$195,233	\$204,994	\$215,244	169
170	\$178,853	\$187,795	\$197,185	\$207,044	\$217,397	170
171	\$180,641	\$189,673	\$199,157	\$209,115	\$219,571	171
172	\$182,448	\$191,570	\$201,149	\$211,206	\$221,766	172
173	\$184,272	\$193,486	\$203,160	\$213,318	\$223,984	173
174	\$186,115	\$195,421	\$205,192	\$215,451	\$226,224	174
175	\$187,976	\$197,375	\$207,244	\$217,606	\$228,486	175
176	\$189,856	\$199,349	\$209,316	\$219,782	\$230,771	176
177	\$191,754	\$201,342	\$211,409	\$221,980	\$233,079	177
178	\$193,672	\$203,355	\$213,523	\$224,199	\$235,409	178
179	\$195,609	\$205,389	\$215,658	\$226,441	\$237,763	179
180	\$197,565	\$207,443	\$217,815	\$228,706	\$240,141	180
181	\$199,540	\$209,517	\$219,993	\$230,993	\$242,542	181
182	\$201,536	\$211,612	\$222,193	\$233,303	\$244,968	182
183	\$203,551	\$213,729	\$224,415	\$235,636	\$247,418	183
184	\$205,587	\$215,866	\$226,659	\$237,992	\$249,892	184

ATTACHMENT A-2

Classified Employees							Fiscal
Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
1101	Assistant Public Works Inspector	Delete					
3006	Senior Nutrition Specialist	4	\$2,857	\$3,000	\$3,150	\$3,308	\$3,473
8004	Maintenance Worker I	38	\$4,008	\$4,208	\$4,418	\$4,639	\$4,871
6005	Municipal Services Officer I	38	\$4,008	\$4,208	\$4,418	\$4,639	\$4,871
3011	Transit Operator	40	\$4,088	\$4,293	\$4,507	\$4,733	\$4,969
8003	Maintenance Worker II	50	\$4,516	\$4,742	\$4,979	\$5,228	\$5,489
4005	Accounting Specialist	51	\$4,561	\$4,789	\$5,029	\$5,280	\$5,544
5008	Building Permit Specialist	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885
6004	Municipal Services Officer II	58	\$4,890	\$5,135	\$5,391	\$5,661	\$5,944
1004	Office /Personnel Assistant	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
1005	Administrative Assistant II	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
3004	Recreation Coordinator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
4004	Community Services Coordinator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
4003	Accounting / Payroll Specialist	62	\$5,089	\$5,343	\$5,610	\$5,891	\$6,185
8002	Maintenance Worker III	66	\$5,295	\$5,560	\$5,838	\$6,130	\$6,436
6008	Code Enforcement Officer I	71	\$5,565	\$5,844	\$6,136	\$6,443	\$6,765
7004	Engineering Technician	71	\$5,565	\$5,844	\$6,136	\$6,443	\$6,765
1102	Public Works Inspector	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832
6009	Code Enforcement Officer II	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181
1006	Executive Assistant	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
Part-Time Employees Hourly Rates							Fiscal
Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
3008	Delivery Worker	1	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
3005	Recreation Leader	1	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
3010	Senior Recreation Leader	4	\$16.48	\$17.31	\$18.17	\$19.08	\$20.04
9003	CATV Production Assistant	33	\$22.00	\$23.10	\$24.25	\$25.47	\$26.74
1007	Office Assistant	36	\$22.67	\$23.80	\$24.99	\$26.24	\$27.55
8005	Maintenance Worker I	38	\$23.12	\$24.28	\$25.49	\$26.77	\$28.10
6006	Municipal Services Officer I	38	\$23.12	\$24.28	\$25.49	\$26.77	\$28.10
3012	Transit Operator	40	\$23.59	\$24.77	\$26.00	\$27.30	\$28.67
9002	CATV Production Assistant II	43	\$24.30	\$25.52	\$26.79	\$28.13	\$29.54
1103	Emergency Preparedness Coordinator	49	\$25.80	\$27.09	\$28.44	\$29.86	\$31.35
6007	Municipal Services Officer II	58	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29
6010	Code Enforcement Officer I	71	\$32.11	\$33.71	\$35.40	\$37.17	\$39.03
5007	Associate Planner	96	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05

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Lawndale 2022 Proposed Salary Schedule

Salary Range						
Salary Range	Step A	Step B	Step C	Step D	Step E	Salary Range
0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452	1
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857	2
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265	3
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678	4
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095	5
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516	6
7	\$35,327	\$37,094	\$38,948	\$40,896	\$42,941	7
8	\$35,681	\$37,465	\$39,338	\$41,305	\$43,370	8
9	\$36,037	\$37,839	\$39,731	\$41,718	\$43,804	9
10	\$36,398	\$38,218	\$40,129	\$42,135	\$44,242	10
11	\$36,762	\$38,600	\$40,530	\$42,556	\$44,684	11
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131	12
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582	13
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038	14
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499	15
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964	16
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433	17
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908	18
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387	19
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870	20
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359	21
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853	22
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351	23
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855	24
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363	25
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877	26
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396	27
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920	28
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449	29
30	\$44,412	\$46,633	\$48,965	\$51,413	\$53,983	30
31	\$44,856	\$47,099	\$49,454	\$51,927	\$54,523	31
32	\$45,305	\$47,570	\$49,949	\$52,446	\$55,068	32
33	\$45,758	\$48,046	\$50,448	\$52,971	\$55,619	33
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175	34
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737	35
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304	36
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878	37
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456	38
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041	39
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631	40
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228	41
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830	42
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438	43
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053	44
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673	45
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300	46
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933	47
48	\$53,124	\$55,780	\$58,569	\$61,497	\$64,572	48
49	\$53,655	\$56,338	\$59,155	\$62,112	\$65,218	49
50	\$54,191	\$56,901	\$59,746	\$62,733	\$65,870	50
51	\$54,733	\$57,470	\$60,344	\$63,361	\$66,529	51
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194	52
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866	53
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545	54

DRAFT

Lawndale 2022 Proposed Salary Schedule

55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230	55
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922	56
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622	57
58	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328	58
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041	59
60	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761	60
61	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489	61
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224	62
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966	63
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716	64
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473	65
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238	66
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010	67
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790	68
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578	69
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374	70
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178	71
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989	72
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809	73
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637	74
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474	75
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319	76
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172	77
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033	78
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904	79
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783	80
81	\$73,772	\$77,461	\$81,334	\$85,401	\$89,671	81
82	\$74,510	\$78,236	\$82,147	\$86,255	\$90,567	82
83	\$75,255	\$79,018	\$82,969	\$87,117	\$91,473	83
84	\$76,008	\$79,808	\$83,798	\$87,988	\$92,388	84
85	\$76,768	\$80,606	\$84,636	\$88,868	\$93,312	85
86	\$77,535	\$81,412	\$85,483	\$89,757	\$94,245	86
87	\$78,311	\$82,226	\$86,338	\$90,654	\$95,187	87
88	\$79,094	\$83,049	\$87,201	\$91,561	\$96,139	88
89	\$79,885	\$83,879	\$88,073	\$92,477	\$97,100	89
90	\$80,684	\$84,718	\$88,954	\$93,401	\$98,071	90
91	\$81,490	\$85,565	\$89,843	\$94,335	\$99,052	91
92	\$82,305	\$86,421	\$90,742	\$95,279	\$100,043	92
93	\$83,128	\$87,285	\$91,649	\$96,232	\$101,043	93
94	\$83,960	\$88,158	\$92,566	\$97,194	\$102,054	94
95	\$84,799	\$89,039	\$93,491	\$98,166	\$103,074	95
96	\$85,647	\$89,930	\$94,426	\$99,147	\$104,105	96
97	\$86,504	\$90,829	\$95,370	\$100,139	\$105,146	97
98	\$87,369	\$91,737	\$96,324	\$101,140	\$106,197	98
99	\$88,243	\$92,655	\$97,287	\$102,152	\$107,259	99
100	\$89,125	\$93,581	\$98,260	\$103,173	\$108,332	100
101	\$90,016	\$94,517	\$99,243	\$104,205	\$109,415	101
102	\$90,916	\$95,462	\$100,235	\$105,247	\$110,509	102
103	\$91,826	\$96,417	\$101,238	\$106,300	\$111,615	103
104	\$92,744	\$97,381	\$102,250	\$107,363	\$112,731	104
105	\$93,671	\$98,355	\$103,273	\$108,436	\$113,858	105
106	\$94,608	\$99,338	\$104,305	\$109,521	\$114,997	106
107	\$95,554	\$100,332	\$105,348	\$110,616	\$116,147	107
108	\$96,510	\$101,335	\$106,402	\$111,722	\$117,308	108
109	\$97,475	\$102,348	\$107,466	\$112,839	\$118,481	109
110	\$98,449	\$103,372	\$108,540	\$113,967	\$119,666	110
111	\$99,434	\$104,406	\$109,626	\$115,107	\$120,863	111
112	\$100,428	\$105,450	\$110,722	\$116,258	\$122,071	112
113	\$101,433	\$106,504	\$111,829	\$117,421	\$123,292	113
114	\$102,447	\$107,569	\$112,948	\$118,595	\$124,525	114
115	\$103,471	\$108,645	\$114,077	\$119,781	\$125,770	115
116	\$104,506	\$109,731	\$115,218	\$120,979	\$127,028	116
117	\$105,551	\$110,829	\$116,370	\$122,189	\$128,298	117
118	\$106,607	\$111,937	\$117,534	\$123,410	\$129,581	118
119	\$107,673	\$113,056	\$118,709	\$124,645	\$130,877	119
120	\$108,749	\$114,187	\$119,896	\$125,891	\$132,186	120
121	\$109,837	\$115,329	\$121,095	\$127,150	\$133,507	121
122	\$110,935	\$116,482	\$122,306	\$128,421	\$134,842	122
123	\$112,045	\$117,647	\$123,529	\$129,706	\$136,191	123

DRAFT

Lawndale 2022 Proposed Salary Schedule

124	\$113,165	\$118,823	\$124,764	\$131,003	\$137,553	124
125	\$114,297	\$120,012	\$126,012	\$132,313	\$138,928	125
126	\$115,440	\$121,212	\$127,272	\$133,636	\$140,318	126
127	\$116,594	\$122,424	\$128,545	\$134,972	\$141,721	127
128	\$117,760	\$123,648	\$129,830	\$136,322	\$143,138	128
129	\$118,938	\$124,884	\$131,129	\$137,685	\$144,569	129
130	\$120,127	\$126,133	\$132,440	\$139,062	\$146,015	130
131	\$121,328	\$127,395	\$133,764	\$140,453	\$147,475	131
132	\$122,542	\$128,669	\$135,102	\$141,857	\$148,950	132
133	\$123,767	\$129,955	\$136,453	\$143,276	\$150,439	133
134	\$125,005	\$131,255	\$137,818	\$144,708	\$151,944	134
135	\$126,255	\$132,567	\$139,196	\$146,156	\$153,463	135
136	\$127,517	\$133,893	\$140,588	\$147,617	\$154,998	136
137	\$128,792	\$135,232	\$141,994	\$149,093	\$156,548	137
138	\$130,080	\$136,584	\$143,414	\$150,584	\$158,113	138
139	\$131,381	\$137,950	\$144,848	\$152,090	\$159,695	139
140	\$132,695	\$139,330	\$146,296	\$153,611	\$161,291	140
141	\$134,022	\$140,723	\$147,759	\$155,147	\$162,904	141
142	\$135,362	\$142,130	\$149,237	\$156,699	\$164,533	142
143	\$136,716	\$143,551	\$150,729	\$158,266	\$166,179	143
144	\$138,083	\$144,987	\$152,236	\$159,848	\$167,841	144
145	\$139,464	\$146,437	\$153,759	\$161,447	\$169,519	145
146	\$140,858	\$147,901	\$155,296	\$163,061	\$171,214	146
147	\$142,267	\$149,380	\$156,849	\$164,692	\$172,926	147
148	\$143,690	\$150,874	\$158,418	\$166,339	\$174,656	148
149	\$145,126	\$152,383	\$160,002	\$168,002	\$176,402	149
150	\$146,578	\$153,907	\$161,602	\$169,682	\$178,166	150
151	\$148,044	\$155,446	\$163,218	\$171,379	\$179,948	151
152	\$149,524	\$157,000	\$164,850	\$173,093	\$181,747	152
153	\$151,019	\$158,570	\$166,499	\$174,824	\$183,565	153
154	\$152,529	\$160,156	\$168,164	\$176,572	\$185,400	154
155	\$154,055	\$161,757	\$169,845	\$178,338	\$187,254	155
156	\$155,595	\$163,375	\$171,544	\$180,121	\$189,127	156
157	\$157,151	\$165,009	\$173,259	\$181,922	\$191,018	157
158	\$158,723	\$166,659	\$174,992	\$183,741	\$192,928	158
159	\$160,310	\$168,325	\$176,742	\$185,579	\$194,858	159
160	\$161,913	\$170,009	\$178,509	\$187,435	\$196,806	160
161	\$163,532	\$171,709	\$180,294	\$189,309	\$198,774	161
162	\$165,167	\$173,426	\$182,097	\$191,202	\$200,762	162
163	\$166,819	\$175,160	\$183,918	\$193,114	\$202,770	163
164	\$168,487	\$176,912	\$185,757	\$195,045	\$204,797	164
165	\$170,172	\$178,681	\$187,615	\$196,996	\$206,845	165
166	\$171,874	\$180,468	\$189,491	\$198,966	\$208,914	166
167	\$173,593	\$182,272	\$191,386	\$200,955	\$211,003	167
168	\$175,329	\$184,095	\$193,300	\$202,965	\$213,113	168
169	\$177,082	\$185,936	\$195,233	\$204,994	\$215,244	169
170	\$178,853	\$187,795	\$197,185	\$207,044	\$217,397	170
171	\$180,641	\$189,673	\$199,157	\$209,115	\$219,571	171
172	\$182,448	\$191,570	\$201,149	\$211,206	\$221,766	172
173	\$184,272	\$193,486	\$203,160	\$213,318	\$223,984	173
174	\$186,115	\$195,421	\$205,192	\$215,451	\$226,224	174
175	\$187,976	\$197,375	\$207,244	\$217,606	\$228,486	175
176	\$189,856	\$199,349	\$209,316	\$219,782	\$230,771	176
177	\$191,754	\$201,342	\$211,409	\$221,980	\$233,079	177
178	\$193,672	\$203,355	\$213,523	\$224,199	\$235,409	178
179	\$195,609	\$205,389	\$215,658	\$226,441	\$237,763	179
180	\$197,565	\$207,443	\$217,815	\$228,706	\$240,141	180
181	\$199,540	\$209,517	\$219,993	\$230,993	\$242,542	181
182	\$201,536	\$211,612	\$222,193	\$233,303	\$244,968	182
183	\$203,551	\$213,729	\$224,415	\$235,636	\$247,418	183
184	\$205,587	\$215,866	\$226,659	\$237,992	\$249,892	184

RESOLUTION NO. CC-2202-006

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING THE 2020-20223 MEMORANDUM OF UNDERSTANDING
WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895**

WHEREAS, the City of Lawndale is a general law city and a public agency as defined in Government Code Section 3501(c) ("City"); and

WHEREAS, the American Federation of State, County and Municipal Employees, Council 36, Local 1895 ("AFSCME"), is the joint, majority representative employee organization for both of the City's previously recognized employee bargaining units, the Lawndale Professional and Mid-Management Employees Unit and the Lawndale Classified Employees Unit and is a recognized employee organization within the meaning of Government Code Section 3501(b); and

WHEREAS, the previous one-year Memorandum of Understanding between the City and AFSCME had an effective date of July 1, 2019, and expired on June 30, 2020; and

WHEREAS, representatives of the City and representatives of AFSCME met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of AFSCME for fiscal years 2020-2023; and

WHEREAS, on January 25, 2022, members of AFSCME ratified the 2020-2023 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.


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

SECTION 1. That, pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 – June 30, 2023" ("2020-2023 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit "A", were reached by representatives of the City and AFSCME, representatives of the City and AFSCME have jointly prepared the 2020-2023 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of AFSCME.

SECTION 2. That the 2020-2023 Memorandum of Understanding, which has been approved by AFSCME, is hereby adopted by the City of Lawndale for fiscal years 2020-2023.

SECTION 3. That all provisions contained in the 2020-2023 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between AFSCME and the City.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2022.



 Robert Pullen-Miles, Mayor

ATTEST:

State of California)
 County of Los Angeles) SS
 City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2202-006 at a regular meeting of said Council held on the 7th day of February, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman , Mayor Pro Tem	X				
Sirley Cuevas	X				
Bernadette Suarez	X				
Pat Kearney	X				


 Erica Harbison, City Clerk

APPROVED AS TO FORM:



 Gregory M. Murphy, City Attorney

EXHIBIT "A"

Memorandum of Understanding between the City of Lawndale and the Council 36,
Local 1895, American Federation of State, County and Municipal Employees,
AFL-CIO July 1, 2020 – June 30, 2023"

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, 2020 – JUNE 30, 2023

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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-Miliias-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" 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" 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,

gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership 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; and
- 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 Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Majority Representative Employee Organization within thirty (30) days of the date of the deduction. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

Section 04.02 MAINTENANCE OF MEMBERSHIP. Any employees in the LCE or LPMME Units who have authorized the Majority Representative Employee Organization dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any requests to revoke or change membership deductions must be referred to the Majority Representative Employee Organization.

Section 04.03 PEOPLE DEDUCTION. The City agrees to deduct from the wages of any employee who is a member of the Majority Representative Employee Organization an AFSCME PEOPLE deduction as per a written authorization provided by the affected employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Majority Representative Employee Organization. The City agrees to remit any deductions made pursuant to this provision to the Majority Representative Employee Organization within a reasonable time frame together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 04.04 INDEMNIFICATION OF CITY. Majority Representative Employee Organization shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with Section 04.01 Dues Deduction, Section 4.02 Maintenance of Membership, and Section 4.03 PEOPLE Deduction. AFSCME specifically agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

Section 04.05 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 04.06 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 04.07 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 04.08 ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION. The City will notify the Majority Representative Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Majority Representative Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Majority Representative Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Majority Representative Employee Organization President and the designated Business Representative from AFSCME District Council 36 a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Majority Representative Employee Organization with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Majority Representative Employee Organization with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed. [See Attachment E hereto for agreed upon form.]

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" & "B" hereto.

Section 07.02 SALARY AND WAGE SCHEDULES.

- a. Salaries effective July 1, 2021 through June 30, 2022 for employees covered by this Agreement are listed in Attachments A and B hereto and represent a cost of living increase of two (2 %) percent to the previously published salary ranges.
- b. Effective the first full pay period after City Council approval of this Agreement, City shall provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of \$2,000 to full-time employees hired before June 30, 2021 and still employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of \$1,000 to part-time employees hired before June 30, 2021 and still employed by the City at the time of such approval. These ARPA/ratification payments will be subject to appropriate tax deductions as determined by the City, and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.
- c. Salaries effective July 1, 2022 through June 30, 2023 for employees covered by this Agreement are listed in Attachments C and D hereto and represent a cost of living increase of one (1%) percent.

The City and AFSCME agree that the City will move forward with a classification and compensation study in the second year of the ratified and City Council approved MOU. During the second year of the MOU, the City and AFSCME agree to meet and confer in good faith regarding the City's implementation of the results and recommendations in the classification and compensation study ("Study.")

The City is committed to completion of a prompt, thorough, and effective classification and compensation study in accordance with the time table provided by the consultant and to good faith, timely completion of the associated meet and confer process. However, the City does not commit to a concrete date of implementation or agree to any penalty associated with any unforeseeable delays or other delay reasonably beyond the City's control. To that end:

1. The City agrees to provide AFSCME with a timeline for completion for each phase of the process.
2. The City agrees to make reasonable efforts to ensure that the consultant adheres the timeframes provided.
3. The City agrees to make reasonable efforts to ensure that employees provide timely and complete responses to requests for information and follow-up from the consultant. Majority Representative Employee Organization agrees that it will make similar reasonable efforts for employees in bargaining unit positions.
4. The City agrees that the parties will initiate meet and confer within two weeks from the City's receipt of direction from the City Council following completion of the study process, or no later than March 1, 2022.
5. The City agrees to commit to a timely meet and confer schedule between March 1, 2022 and June 30, 2022, with dates and frequency of meetings as mutually determined with AFSCME.
6. The City makes no representation at this time as to the results of the study, the consultant's recommendations, or the extent to which, or manner in which, the Council will authorize implementation of either.

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:

<u>SALARY STEP</u>	<u>EMPLOYEE ELIGIBLE FOR:</u>
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.

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period to the work day. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of the week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on Friday (with thirty (30) minutes for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate day off to Thursday or any other day). Specific components of the 9/80 alternative work schedule are set forth in Attachment "D".

For work schedules other than the 9/80 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

Section 07.19 MEAL BREAKS AND REST PERIODS. The City will provide a one-hour (1) meal 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 meal breaks or other rest periods.

Section 07.20 MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES. The City will provide part-time employees meal breaks and rest periods in the following amounts, based on the number of hours worked in a single day:

- 3 hours or less – no rest break.

- 4 hours – one 10-minute rest break.
- 5 hours – one 15 rest minute break.
- 6 hours – two 10-minute rest breaks.
- 7 – 8 hours – two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

All breaks must be taken on-site, with the exception of the unpaid meal break.

Section 07.21 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.

Section 07.22 DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee's choice.

ARTICLE 08 **OTHER WAGE AND HOURLY BENEFITS**

Section 08.01 OVERTIME WORKED. All time worked by a represented unit member beyond his/her regular work day or beyond the forty (40) hours in the employee's 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 regular rate of pay or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include hours not actually worked, including vacation, sick leave, jury duty, floating holiday, compensatory time off; overtime of ten (10) minutes or less; or voluntary early reporting. All overtime worked by non-exempt employees must be pre-approved and reported to the City. Non-exempt employees are not permitted to work uncompensated overtime, and supervisors are not permitted to allow non-exempt employees to work uncompensated overtime. Any unapproved overtime worked will be paid but the employee and/or supervisor may be subject to discipline for working overtime without the required approval.

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, outside their normal working hours, shall be paid a minimum of two (2) hour's compensation at the overtime rate. Call back is considered an employee's unexpected return to work due to an unanticipated work requirement resulting from an order to report/ return to work. 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 shift, and having left his/her work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

Section 08.04 FLSA EXEMPT STATUS. The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

- a. City Engineer
- b. Community Development Manager
- c. Community Services Manager
- d. Municipal Services Manager

Section 08.05 AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

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 the per diem amounts pursuant to the City's Travel Policy No. 42-97. 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.

- a. 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.
- b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

Section 11.02 SAFETY SHOES. Employees required to wear approved safety shoes to carry out the duties of their position shall be eligible to receive a \$270 voucher once a year to be used at a City approved vendor to purchase such shoes. In no case shall the total annual voucher amount for a single employee exceed \$270 in a calendar year.

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 one (1) 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 and based upon their belief that, an unforeseeable financial emergency exists, 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. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. 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
- Juneteenth National Independence Day (June 19)
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving (except for 4/10 work schedules)
- 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.

Part-Time Employees shall receive pay at the rate of time and a half for working on Thanksgiving Day and Independence Day.

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.

Section 13.07 HOLIDAY PAY. Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

Section 13.08 FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 48 hours and may only be cashed out upon separation (no cash out allowed prior to separation).

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. Jury service required on an employee's off-duty day or beyond his/her forty (40) hour work week is not compensable by the City. Jury duty time shall not be considered work time and does not count toward hours worked for the calculation of overtime except that an employee that is called to work outside of his/her normally scheduled work week and after completing jury service may be eligible for overtime pay. 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. Upon completion of jury service, the employee shall be responsible for providing proof of jury service upon his/her return to work. 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 BEREAVEMENT LEAVE. On the death 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, such employee shall be granted bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manger's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained m the City's Personnel Rules and Regulations or m this Agreement.

Section 14.08 MANAGEMENT LEAVE. The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Management Leave with pay each fiscal year (July 1 to June 30): City Engineer, Community Development Manager, Community Services Manager, and Municipal Services Manager.

Employees hired during the fiscal year period shall have management 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 and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

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 in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), 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

Criteria for benefit conversion

100% (60 hours)

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

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

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.
4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
7. 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 by December 15th of the calendar year prior to the conversion.

8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

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 shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, 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. Employees hired after the City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.

- 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. Section 125 Program - Flexible Spending Account

- c. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for “qualified” cafeteria plans, or B) specifically rule or advise on the “qualified” or “Bona Fide” status of the City’s Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the “incidental” criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the “qualified” status of the Plan or meet the “incidental” criteria.

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. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, 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

- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

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. [See Attachment F hereto for agreed upon form.]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 on July 1, 2020 and shall continue in full force and effect until June 30, 2023.

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 January 25, 2022, its members voted to ratify the Tentative Agreement which contains the deal points of this 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

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 Relations Resolution(s).

- c. In accordance with 07.02.d, meet and confer in good faith, within two weeks from the City's receipt of direction from the City Council following completion of the classification and compensation study ("Study.") process regarding the City's implementation of the results and recommendations of Study.
- d. Following adoption of the fiscal year 2021-2022 budget, meet and confer regarding impacts of any classification and compensation recommendations.

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.

ARTICLE 26

SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

Section 26.01 ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

Section 26.02 ACCRUAL. Paid sick leave for all qualifying part-time employees shall be credited at the beginning of each fiscal year on July 1 at the rate of twenty- four (24) hours for the fiscal year. New part-time employees shall be credited twenty- four (24) hours sick leave upon eligibility to use accrued paid sick time, provided that in no event shall an employee be entitled to accrue more than twenty-hour (24) hours of sick leave in a single fiscal year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 48 hours. In the event a part-time employee's work schedule is such that three (3) work days would exceed twenty-four hours, such employee shall be provided with three (3) days paid sick leave as required by the Act.

Section 26.03 USAGE.

- a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:
 - For the employee's own diagnosis, care, or treatment of an existing health

condition or preventative care.

- For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild.
 - Sibling.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

Section 26.04 NO SICK LEAVE CASHOUT. A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City. Paid sick leave will not be considered hours worked for purposes of overtime calculation.

Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 48 hours.

Section 26.06 SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 24 hours of sick leave in a single fiscal year.

CITY OF LAWNSDALE

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION
AFSCME LOCAL 1895, AFL-CIO

Katy Suttorp, Chief Negotiator

Bob Adams, Chief Negotiator, Council 36

Raylette Felton, Human Resources Director

Jamie Rodriguez, President

Jack Martin, Vice President

Grace Huizar, Bargaining Committee

Jared Chavez, Bargaining Committee

ATTACHMENT A

CITY OF LAWDALE						
2021 -2022 Salary Schedule (2% effective 07/01/2021)						
MID-MANAGEMENT UNIT (MM)						
POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Deputy City Clerk	160	5,492	5,767	6,055	6,358	6,676
Administrative Analyst	165	5,791	6,082	6,386	6,705	7,040
Assistant Planner	165	5,791	6,082	6,386	6,705	7,040
Grant/Economic Dev Coordinator	169	6,002	6,302	6,617	6,948	7,295
Community Services Supervisor	170	6,073	6,377	6,696	7,030	7,382
Assistant Engineer	173	6,245	6,557	6,886	7,230	7,591
Municipal Services Supervisor	175	6,372	6,690	7,025	7,376	7,744
Maintenance Supervisor	180	6,714	7,049	7,402	7,772	8,160
Associate Planner	185	7,039	7,391	7,761	8,149	8,556
Associate Engineer	190	7,400	7,769	8,158	8,566	8,994
Cable Television Supervisor	190	7,400	7,769	8,158	8,566	8,994
Senior Planner	192	7,547	7,925	8,322	8,737	9,174
Accounting Manager	196	7,853	8,246	8,657	9,091	9,545
Community Development Manager	203	8,419	8,839	9,282	9,746	10,233
Community Services Manager	210	9,167	9,625	10,107	10,612	11,143
Municipal Services Manager	210	9,167	9,625	10,107	10,612	11,143
City Engineer	219	9,872	10,365	10,883	11,427	11,999

CITY OF LAWDALE						
2022-23 Salary Schedule (1% effective 07/01/2022)						
MID-MANAGEMENT UNIT						
POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Deputy City Clerk	160	5,547	5,825	6,116	6,422	6,743
Administrative Analyst	165	5,849	6,142	6,450	6,772	7,111
Assistant Planner	165	5,849	6,142	6,450	6,772	7,111
Grant/Economic Dev Coordinator	169	6,062	6,365	6,683	7,017	7,368
Community Services Supervisor	170	6,133	6,441	6,763	7,101	7,456
Assistant Engineer	173	6,307	6,623	6,955	7,302	7,667
Municipal Services Supervisor	175	6,435	6,757	7,095	7,449	7,821
Maintenance Supervisor	180	6,781	7,119	7,476	7,849	8,241
Associate Planner	185	7,109	7,465	7,838	8,230	8,641
Associate Engineer	190	7,474	7,847	8,239	8,651	9,084
Cable Television Supervisor	190	7,474	7,847	8,239	8,651	9,084
Senior Planner	192	7,623	8,005	8,405	8,825	9,266
Accounting Manager	196	7,932	8,328	8,744	9,182	9,641
Community Development Manager	203	8,503	8,928	9,375	9,844	10,335
Community Services Manager	210	9,259	9,721	10,208	10,718	11,254
Municipal Services Manager	210	9,259	9,721	10,208	10,718	11,254
City Engineer	219	9,971	10,469	10,992	11,542	12,119

ATTACHMENT B

CITY OF LAWDALE

2021 -2022 Salary Schedule (2% effective 07/01/2021)

CLASSIFIED UNIT (CL)

POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Senior Nutrition Specialist	85	2,785	2,924	3,069	3,223	3,384
Office /Personnel Assistant	115	3,518	3,693	3,878	4,072	4,276
Maintenance Worker I	125	3,876	4,071	4,274	4,488	4,711
Municipal Services Officer I	125	3,876	4,071	4,274	4,488	4,711
Transit Operator	125	3,876	4,071	4,274	4,488	4,711
Accounting Specialist	135	4,299	4,514	4,739	4,976	5,226
Maintenance Worker II	135	4,299	4,514	4,739	4,976	5,226
Municipal Services Officer II	135	4,299	4,514	4,739	4,976	5,226
Accounting / Payroll Specialist	140	4,500	4,725	4,961	5,209	5,469
Administrative Assistant II	140	4,500	4,725	4,961	5,209	5,469
Building Permit Specialist	140	4,500	4,725	4,961	5,209	5,469
Assistant Public Works Inspector	145	4,740	4,977	5,227	5,488	5,763
Community Services Coordinator	145	4,740	4,977	5,227	5,488	5,763
Maintenance Worker III	145	4,740	4,977	5,227	5,488	5,763
Recreation Coordinator	145	4,740	4,977	5,227	5,488	5,763
Executive Assistant	155	5,221	5,483	5,757	6,044	6,346
Public Works Inspector	155	5,221	5,483	5,757	6,044	6,346
Engineering Technician	160	5,492	5,767	6,055	6,358	6,676
Code Enforcement Officer I	160	5,492	5,767	6,055	6,358	6,676
Code Enforcement Officer II	165	5,791	6,082	6,386	6,705	7,040

PART-TIME EMPLOYEES HOURLY (PT)

POSITION	Step A	Step B	Step C	Step D	Step E
	Hourly	Hourly	Hourly	Hourly	Hourly
Recreation Leader					15.30
Senior Recreation Leader	16.07	16.87	17.71	18.59	19.52
Delivery Worker	15.18	15.94	16.74	17.57	18.45
Office Assistant	18.77	19.70	20.69	21.72	22.80
CATV Production Assistant	20.67	21.71	22.79	23.92	25.11
Maintenance Worker I	20.67	21.71	22.79	23.92	25.11
Municipal Services Officer I	20.67	21.71	22.79	23.92	25.11
Municipal Services Officer II	22.92	24.08	25.28	26.54	27.87
Transit Operator	22.37	23.48	24.65	25.89	26.41
CATV Production Assistant II	21.73	22.81	23.95	25.15	27.18
Emergency Preparedness Coordinator	24.03	25.23	26.50	27.82	29.20
Code Enforcement Officer I	29.30	30.76	32.30	33.92	35.61
Associate Planner	37.95	39.86	41.84	43.93	46.12

CITY OF LAWNSDALE						
2022-23 Salary Schedule (1% effective 07/01/2022)						
CLASSIFIED UNIT						
POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Senior Nutrition Specialist	85	2,812	2,954	3,100	3,255	3,418
Office /Personnel Assistant	115	3,553	3,730	3,916	4,112	4,318
Maintenance Worker I	125	3,915	4,111	4,316	4,532	4,759
Municipal Services Officer I	125	3,915	4,111	4,316	4,532	4,759
Transit Operator	125	3,915	4,111	4,316	4,532	4,759
Accounting Specialist	135	4,342	4,559	4,786	5,026	5,278
Maintenance Worker II	135	4,342	4,559	4,786	5,026	5,278
Municipal Services Officer II	135	4,342	4,559	4,786	5,026	5,278
Accounting / Payroll Specialist	140	4,545	4,772	5,010	5,261	5,524
Administrative Assistant II	140	4,545	4,772	5,010	5,261	5,524
Building Permit Specialist	140	4,545	4,772	5,010	5,261	5,524
Assistant Public Works Inspector	145	4,788	5,027	5,279	5,543	5,820
Community Services Coordinator	145	4,788	5,027	5,279	5,543	5,820
Maintenance Worker III	145	4,788	5,027	5,279	5,543	5,820
Recreation Coordinator	145	4,788	5,027	5,279	5,543	5,820
Executive Assistant	155	5,273	5,537	5,815	6,104	6,410
Public Works Inspector	155	5,273	5,537	5,815	6,104	6,410
Engineering Technician	160	5,547	5,825	6,116	6,422	6,743
Code Enforcement Officer I	160	5,547	5,825	6,116	6,422	6,743
Code Enforcement Officer II	165	5,849	6,142	6,450	6,772	7,111
PART-TIME EMPLOYEES HOURLY (PT)						
POSITION		Step A	Step B	Step C	Step D	Step E
		Hourly	Hourly	Hourly	Hourly	Hourly
Recreation Leader						15.45
Senior Recreation Leader		16.23	17.04	17.88	18.78	19.72
Delivery Worker		15.33	16.10	16.91	17.75	18.64
Office Assistant		18.96	19.89	20.89	21.93	23.02
CATV Production Assistant		20.87	21.92	23.01	24.16	25.36
Maintenance Worker I		20.87	21.92	23.01	24.16	25.36
Municipal Services Officer I		20.87	21.92	23.01	24.16	25.36
Municipal Services Officer II		23.15	24.32	25.53	26.81	28.15
Transit Operator		22.59	23.72	24.90	26.15	26.67
CATV Production Assistant II		21.94	23.04	24.19	25.40	27.45
Emergency Preparedness Coordinator		24.27	25.49	26.76	28.09	29.49
Code Enforcement Officer I		29.60	31.07	32.63	34.25	35.96
Associate Planner		38.33	40.26	42.26	44.37	46.59

ATTACHMENT C

ATTACHMENT “C”

4/10 Work Schedule

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 which cannot be combined with each other or with the lunch period to extend either the break or the lunch period.
- 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.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 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.
- Public Works Department: The City shall modify and apply the 4/10 work schedule to the Public Works Department (Maintenance Field Operations and Inspection staff) on a six (6) month trial basis, from _____ through _____ while the City reviews the effectiveness of the 4/10 schedule in comparison to the current 9/80 schedule, in compliance the terms set forth in Attachment G. The 4/10 Work Schedule will expire on _____ automatically at the end of the six (6) month period and staff will return to the current 9/80 Work Schedule in accordance with attachment “D” on _____ unless the City and Majority Representative Employee Organization reach mutual agreement prior to _____ to continue a 4/10 schedule thereafter.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.
- Vacation is earned based on years of employment, as outline in Section 12.02).
- Sick Leave is 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:

- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive as a holiday the Friday after Thanksgiving and the single Floating Holiday as set forth in Section 13.01.
- Observance of Holidays: 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.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Thursday, then he or she is credited with a floating holiday.
- Use of floating holidays is 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.

ATTACHMENT D

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. 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.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

A sample depiction of a 9/80 work schedule is as follows:

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular

alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

5. Sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. 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.
10. With the exception of the six-month trial period set forth in Attachment "G," and any mutually agreed period continuing a 4/10 schedule thereafter, standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with 1/2 hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. 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. A part-time Maintenance Worker shall conduct graffiti removal on weekends.
11. Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks, facility rental, senior services programs, etc. will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. 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.

ATTACHMENT E



Union Information Form

The City is required by law to provide exclusive employee organizations, and/or any labor organization seeking representation rights, with the name, job title, department, work location, work phone, home phone, personal cell phone, personal email address and home address of newly hired employees within 30 days of hire or by the first pay period of the month, and for all employees in the bargaining unit at least every 120 days. (Gov. Code § 3555 to 3559)

Union/ Association: _____

EMPLOYEE EMPLOYMENT INFORMATION

Name: _____

Position/Title _____

Department/ Division: _____

Work Phone: _____

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address: _____

Home Phone: _____ Personal Cell Phone: _____

Personal Email: _____ Date of Birth _____

An employee may request in writing that certain information (home address, home telephone number, personal cell phone, personal email address, or birth date) not be disclosed, observing an employee's right to privacy in compliance with California Public Records Act. (Gov. Code §6253.2 and 6254.3) If you wish to opt out of the disclosure as described, please indicate so by omitting the information above.

Employee Signature: _____

Date: _____

HR009242018

ATTACHMENT F



**CITY OF LAWNDALE
FORMAL GRIEVANCE FORM**

GRIEVANCE LEVEL	DECISION DATE
STEP I - DEPT. HEAD	
STEP II - PERS. OFFICER	
STEP III - CITY MANAGER	

STEP I - FORMAL WRITTEN GRIEVANCE

EMPLOYEE NAME: _____ CLASSIFICATION: _____

DEPARTMENT: _____ IMMEDIATE SUPERVISOR: _____

EMPLOYEE ORGANIZATION: _____ DATE: _____

STATEMENT OF GRIEVANCE/ FACTS:
CITE SPECIFIC SECTION OF MOU, RESOLUTION, RULES, REGULATION OR POLICY ALLEGED TO HAVE BEEN VIOLATED:
REMEDY REQUESTED:

Did you present grievance to your immediate supervisor through informal grievance process? YES NO

If so, when? _____ Was the response acceptable? _____

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S REPRESENTATIVE (if applicable)

DATE

THIS SECTION TO BE COMPLETED BY DEPARTMENT HEAD

RECEIVED BY: _____ DATE: _____

DEPARTMENT HEAD'S RESPONSE:

--

DEPARTMENT HEAD SIGNATURE

DATE

City Manager
Employees' Representative
Department Head
Administrative Services/ Human Resources Department



**CITY OF LAWNDALE
FORMAL GRIEVANCE FORM**

GRIEVANCE LEVEL	DECISION DATE
STEP I - DEPT. HEAD	
STEP II - PERS. OFFICER	
STEP III - CITY MANAGER	

STEP II- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY PERSONNEL OFFICER

RECEIVED BY: _____

DATE: _____

PERSONNEL OFFICER RESPONSE:

PERSONNEL OFFICER SIGNATURE

DATE

STEP III- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

RECEIVED BY: _____

DATE: _____

CITY MANAGER RESPONSE:

CITY MANAGER SIGNATURE

DATE

ATTACHMENT G

4/10 Alternative Work Program Terms for Public Works Department
(Maintenance Field Operations and Inspection staff)

The City and AFSCME Local 1895 representatives have met and conferred in good faith regarding the 4/10 Alternative Work Program temporary trial period for the Public Works Department (Maintenance Field Operations and Inspection staff). Accordingly, the Parties have agreed to the following terms:

1. 4/10 Alternative Work Program (Attachment C) shall be modified to apply to the Public Works Department (Maintenance Field Operations and Inspection staff) on a six (6) month trial period while the City assess the departmental operations, productivity in the service delivery, proper staffing level, operational cost, etc.

2. Full-time Public Works Maintenance and Inspection staff will work a staggered four (4) day work week, five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. Additional flex schedules and/or shifts may be needed to accommodate the work assignment and/or supervision of shifts, and will be determined by Department Director.

3. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule. Part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same.

4. Request for Time off on days of reduced staffing (i.e., Mondays, Fridays, year-end holidays, etc.) will be monitored to ensure adequate coverage is maintained and do not fall below a minimum of three (3) Maintenance Workers on duty on the days of reduced staffing

a. Department Director will monitor scheduled and unscheduled absences, establish staffing parameters based on the work schedule, and may disapprove leave requests based on operational needs.

i. For an example, Department Director may establish leave request restriction as follows:

1. Employees must submit requests for time in advance, providing as much advance notice as possible; however, not less than 3 days before requested time off.
2. Maximum of one staff on scheduled leave taking just the reduced staff day.
3. Maximum of one staff approved to take multi-day including the reduced staff day

5. During the trial period, work day, after hour and weekend coverage will need to be maintained in case of emergencies by reintroducing the Standby Pay provision, as follows:

- a. STAND-BY PAY. Employees authorized by the City Manager, department director or designee to be available for return to work on an on-call basis during non-work hours will receive \$175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA.

Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 – Call Back Compensation and receive appropriate hourly rate of pay. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.

The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall have the ability to assign standby duty on a rotating bases. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.

6. During the six (6) month trial period, the City will review and evaluate all factors related to 4/10 schedule in comparison to the current 9/80 schedule (productivity in the service delivery, proper staffing level, feedback from community, operational cost, etc.)

7. After the first four (4) months, the City will evaluate data received as it relates to the 4/10 schedule during the 5th month and report such findings to the City Council for determination as to whether the program should continue.

8. The 4/10 Work Schedule will automatically expire at the end of the six (6) month period and staff will return to the current 9/80 Work Schedule unless the City and AFSCME mutually agree to continue schedule thereafter.



CITY OF LAWDALE

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DATE: February 7, 2022

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

SUBJECT: **Adoption and approval of 1) Memorandum of Understanding between the City and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and 2) Citywide Pay Schedule for Fiscal Year 2021-2022**

BACKGROUND

The Memorandum of Understanding (MOU) between the City of Lawndale (City) and American Federation of State, County and Municipal Employees, Local 1895, Council 36 (AFSCME), the Majority Representative Employee Organization, representing two bargaining groups (Lawndale Professional Mid-Management Employees and Lawndale Classified Employees), covered a one (1) year period of July 1, 2019 to June 30, 2020. The MOU expired on June 30, 2020.

The City and AFSCME commenced negotiations on September 7, 2020, and have met and conferred in good faith on a successor agreement on the terms and conditions of employment. The written successor MOU was jointly prepared by representatives of the City and AFSCME. On January 25, 2022, the successor MOU was ratified by AFSCME.

Attached for City Council's consideration is Resolution No. CC-2202-006 adopting the successor Memorandum of Understanding (MOU) between the City and AFSCME, for the period of July 1, 2020, to June 30, 2023, and Resolution No. CC-2202-007 adopting City-wide Salary/ Pay Schedule for all City position titles and pay rates/ranges for fiscal year 2021-2022.

STAFF REVIEW

The attached successor MOU, jointly prepared by the labor negotiation parties, have been modified to include amendments to the existing the contract language to clarify agreed upon specific terms and conditions of employment. With direction from the Mayor and City Council, the parties met in good faith, on several occasions, reaching agreement on the following terms:

- Term: Three (3) year covering the period July 1, 2020 to June 30, 2023
- Salary Increase: 0% salary increase effective July 1, 2020- June 30, 2021. 2% salary increase effective July 1, 2021, and a one-time ratification/ ARPA payment for full-time employees (\$2,000) and part-time employees (\$1,000) hired prior to June 30, 2021, and still employed by the City at the time of a ratification vote. 1% salary increase effective July 1, 2022.

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- Classification Study: City continue to conduct a classification and compensation study and meet and confer during second year of MOU regarding the results and implementation of the study.
- 4/10 Work Schedule and Standby Pay: modify 4/10 Work Schedule to apply to the Public Works Department (Maintenance Field Operations and Inspection Staff) on a trial six (6) month period; City negotiators will confirm and specify the start and end dates of the trial period with the Public Works Director and AFSCME representatives before signing MOU; reintroduce the Standby Pay provisions and provide standby payment of \$175 per week for employees assigned to standby during the 4/10 Work Schedule trial period; and remove Community Services Department from 4/10 Work Schedule.
- 9/80 Alternative Work Schedule: modify the 9/80 Work Schedule to apply to the Community Services Department.
- Holiday Benefit: modify language to add Juneteenth National Independence Day (June 19).
- Compaction Minimum Wage- Senior Nutrition Specialist: increase the hourly rate for the Senior Nutrition Specialist equal to the hourly rate of the part-time Senior Recreation Leader position effective January 1, 2021.

Once this MOU is approved and adopted by City Council, this three (3) year agreement will replace the existing MOU. The adoption of the successor MOU would also trigger the need to approve the Citywide Salary/ Pay Schedule for Fiscal Year 2021-2022, to reflect changes approved by City Council, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

The City Attorney's Office has reviewed resolutions and approves it as to form.

FUNDING

The total cost for the implementation of this MOU is \$199,521. The cost to implement this MOU in the current fiscal year is \$167,680. The City budgeted \$90,000 in account 100-160.540.300 this current fiscal year 2021-2022 for negotiations. Based on the Final Guidelines issued in January 2022, the City has the ability to use a portion of the American Rescue Plan Act (ARPA) funds to reimburse for the expense for the one-time ratification/APRA payment in the amount of \$81,160. As a result, there will be no reasonably expected additional cost beyond budgeted funds needed for this fiscal year to implement. However, the second year costs for this implementation will be an additional \$31,841, which will be budgeted during the in next fiscal year 2022-2023 budget process.

RECOMMENDATION

Staff recommends that the City Council: 1) adopt Resolution No. CC-2202-006, approving the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State,

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County and Municipal Employees, Local 1895, Council 36; and 2) adopt Resolution No. CC-2202-007, approving the 2021-2022 City-wide Salary and Pay Schedule.

- Attachment (s):
- 1). Resolution No. CC-2202-006- Adopting the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees
 - 2). Resolution No. CC-2202-007- Adopting 2021-2022 City-wide Salary and Pay Schedule

ATTACHMENT 1

Resolution No. CC-2202-006

Resolution of the City Council of the City of Lawndale, California Adopting the 2020-2023 Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, with attachments