

**MEMORANDUM  
OF  
AGREEMENT**

***City of Compton, a Municipal Corporation***

***and***

***Service Employees International Union, Local  
721***

***Public Safety Auxiliary***

***July 1, 2023***

***to***

***June 30, 2024***



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## **PREAMBLE**

This agreement is entered into by and between the City of Compton, California, hereinafter referred to as the Employer, and Service Employees International Union (S.E.I.U.), Local 721 Compton Public Safety Auxiliary Unit, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution #10,471 of the City of Compton.

The Personnel Rules and Regulations, adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this agreement prevail where provisions are inconsistent. All references to employees of this agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

## **ARTICLE 1.           RECOGNITION**

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

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

## **ARTICLE 2.           SCOPE OF REPRESENTATION**

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service, or activity provided by law or executive order.

## **ARTICLE 3.           PAYROLL DEDUCTIONS**

### **A. Dues Deduction**

It is mutually agreed that the City will deduct dues and assessments twice each month, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Union, from the pay of those employees the Union also certifies who have individually requested in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the

Union. The Union also agrees to maintain the individual employees' current written authorization forms to make such deductions.

This process for making payroll dues deductions authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution Number 10,471. The City shall not be responsible for failure to terminate a dues deduction absent advance written notice of such revocation by the Union. The Union will be responsible for refunding any deductions to non-member employees whom the City has already remitted to the Union after such cancellation or revocation. SEIU 721 agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issue against the City as a result of dues deduction or transmittal of such funds to SEIU 721, including claims for deductions made in reliance on the Union's representations and certifications regarding valid written employee dues deduction authorizations.

Each pay period, the Employer will provide the Union with the following information regarding bargaining unit members:

Employee Name

Employee ID # (File #)

Earning per Pay Period

Amount Deducted for the Pay Period (will include itemization of the deductions – Union dues, COPE, etc.)

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within seven (7) business days of each payday.

**B. Committee on Political Education (COPE)**

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union at any time and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

**ARTICLE 4.           NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious creed, color, national origin, ancestry, citizenship, physical or mental disability, legally protected medical condition, military and veteran status, sexual orientation (including heterosexuality, homosexuality, and bisexuality) gender identity, gender expression, marital status, genetic information, sex (including pregnancy, childbirth, medical conditions related to pregnancy or childbirth and breastfeeding or a medical condition related to breastfeeding), age (40 and above), any other basis protected by law (e.g. an individual’s opposition to unlawful conduct; an individual’s association with a person of a protected class), political affiliation or union activities as defined by applicable sections of California Government Code (MMBA) or other protected classifications as defined by Federal or California state law.

**ARTICLE 5.           BULLETIN BOARDS AND OFFICE SPACE**

The City shall provide office space to be used by the Union. The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting. The Union shall submit a copy of each notice to Human Resources prior to posting, in order to keep the employer informed of the material, which is being posted.

**ARTICLE 6.           REASONABLE NOTICE**

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

**ARTICLE 7                    PERSONAL LEAVE**

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

In accordance with California Labor Code section 233, bargaining unit members may use up to fifty percent (50%) of his/her accrued sick leave per calendar year to care for the illness or injury of an immediate family members. Immediate family for purposes of this article is defined as spouse, domestic partner, child (including children of domestic partner), parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law.

**ARTICLE 8.                    BEREAVEMENT LEAVE**

In the event of death in "immediate family" ("immediate family") shall mean spouse, mother, father, son, daughter, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, stepchildren, stepmother, stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), a bargaining unit member of the Unit shall be entitled to bereavement leave of three (3) days with pay. In the event of the death of a relative not considered in the immediate family, a bargaining unit member may take the necessary leave to attend the funeral. This leave may be charged against sick time accrued. If there is no accrued sick time, the bargaining unit member should then request vacation time in accordance with the vacation request procedures. The City reserves the right to verify leave taken pursuant to this section. If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of bereavement leave to cover the absence from work.

**ARTICLE 9.                    SICK LEAVE BANK PAYMENTS UPON SEPARATION**

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

**Severance Pay Proportion of Sick Leave Bank**

<b>LENGTH OF SERVICE</b>	<b>Up to 800 hrs.</b>	<b>Over 800 hrs.</b>
0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

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

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

- A) Severance pay will be granted only one time during the lifetime of any one employee.
- B) The total severance pay to which each bargaining unit member may be entitled, based upon this Rule shall be actually paid in installments on each regular City pay day, in an amount not in excess of the compensation to which the bargaining unit member would have been entitled, if still employed until the entire severance pay entitlement has been exhausted.

**ARTICLE 10.        HEALTH/WELFARE BENEFITS**

**A. Medical Insurance Coverage**

For the term of this agreement the City shall pay up to the maximum of the Kaiser Los Angeles Region Family rate. The City’s actual contribution for each bargaining unit member shall be based upon the bargaining unit member’s enrollment in a plan provided through the City’s contract with Public Employees Retirement System (PERS) and status as:

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

At the City’s request, bargaining unit members shall submit verifiable proof of dependence for any one they seek to cover. Acceptable proof includes, but not limited

to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all bargaining unit members who are currently enrolled as well as new hires.

B. Dental Insurance

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

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

C. State Disability Insurance

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

D. Life Insurance

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

- E. The City shall not contribute towards any benefits when bargaining unit members are on unpaid status, or on suspension during the time the deductions are made except as provided by law.

F. Vision Insurance

Bargaining unit members and eligible dependents shall receive vision coverage under the City's vision benefit plan at no cost to the member.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer, or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of

this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any bargaining unit member covered by this Agreement unless agreed to by both parties.

#### H. Parity

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

#### I. SEIU Supplemental Benefits

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding SEIU's request for the establishment of a voluntary Supplemental Benefits Program ("Program") for bargaining unit members. In the event that the parties agree to implement the Program, it shall be implemented upon Council approval during the term of this MOU.

### **ARTICLE 11. OVERTIME**

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

If a bargaining unit member uses sick leave within 48-hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the bargaining unit member does not provide verification of sickness, he is paid at double the bargaining unit member's regular hourly rate for all hours worked on the specified holiday. Time worked in excess of a regular work week/day, if to be paid overtime, shall be paid on the day immediately following the period overtime is earned, or at the bargaining unit member's discretion accrued as compensatory time (up to a maximum of 150 hours.)

Bargaining unit members who have accumulated comp time in excess of 150 hours will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and

ending 12:00 midnight the following Saturday. Given reasonable notice, bargaining unit members of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements and this agreement must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the bargaining unit member and the supervisor.

The order of overtime assignment will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of overtime assignment will be reset on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for overtime assignment before those with the highest seniority receiving additional opportunity to volunteer.

**ARTICLE 12.        NIGHT DIFFERENTIAL**

It is agreed that the City pay a night differential at the rate of ten percent (10%) above base salary to bargaining unit members of this Unit who work between the hours of 3:00 P.M. and 7:30 A.M. subject to the following conditions:

1. Any bargaining unit member who works 4 or more hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for their entire shift.
2. Any bargaining unit member employee who works less than 4 hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for those hours worked during the qualifying period.
3. The night differential shall be continued on days that the bargaining unit member does not work but is on paid status, however, the city shall discontinue the differential payment when the bargaining unit member is in paid status but absent from work more than 10 days.

**ARTICLE 13.        SENIORITY**

- A. Service Seniority is interpreted and defined as length of continuous service in a respective classification or in a promotional classification within the same occupational family group.
- B. Seniority will be the determining factor in resolving (1) vacation requests, (2) shift assignments, (3) days off from among qualified bargaining unit members and shall be a determining factor in the assignment of overtime. A qualified bargaining unit member is one who has an acceptable performance evaluation report.

C. Under emergency and temporary conditions, the employer may change shift assignments and days off without regard to Paragraph # (B). Upon request, such changes will be proper subject for discussion between the City and the Union.

**ARTICLE 14. UNIFORM ALLOWANCE**

The City agrees to provide an annual uniform allowance to be paid semiannually (September and March) each year during this Agreement to each bargaining unit member of this Unit. The allowance shall be:

2022-23      \$1050

The City also agrees to provide two (2) uniforms to new bargaining unit members upon commencement of probation.

The determination of type of uniform (i.e. polo shirt or formal uniform shirt) shall be made on an individual department basis, subject to prior approval by the City Manager. Prior to determining the type of uniform, the City shall meet and consult with the union.

Bargaining unit members shall, therefore, be required to always wear their uniforms while on duty, unless written request for waiver is approved by the Department Head or his/her designee. In order for the unit member to be eligible to receive the uniform allowance, the unit member must be an “active” member at the time of the semi-annual payouts.

Permanent bargaining unit members required to wear safety footwear as part of their uniform shall receive up to \$275.00 a year for safety boots upon the presentation of a receipt to the Unit member’s supervisor.

For those employees who are required to wear athletic footwear as part of their uniforms, reimbursement for approved footwear of up to \$275.00 annually per employee will be provided upon the presentation of a receipt, to the Unit member’s supervisor.

**ARTICLE 15. UNION BUSINESS**

Any bargaining unit members may be granted time off to perform union functions, inclusive of conferences, conventions, seminars (but precluding local political activity). This time, to be granted without loss of pay, not to exceed an aggregate of 100 per fiscal contract year, and 150 hours per fiscal contract year, during “even years” (i.e. 2024, 2026, etc.) wherein it is an election year for all such bargaining unit members and functions, provided that reasonable notice is provided to the department manager. Written confirmation must be submitted to department manager after attending any union

functions described. Confirmation shall include the date and times of attendance on appropriate letterhead executed by the provider of the function.

**ARTICLE 16.            MOVE-UP ASSIGNMENT**

Pursuant to the terms of this Article, a bargaining unit member who does not qualify for a higher job classification but is asked to temporarily fill that higher job classification shall be eligible for move-up pay after a one-time completion of a 5-day training period in any higher job classification.

Any prior acting assignments will be counted toward the satisfaction of the 5-day training requirement for each higher job classification.

A move up assignment must be initiated by a Personnel Action Form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 5-days move up assignment in any /each higher job classification will satisfy the requirement of the training period.

After the successful completion of the 5-day training period, whenever a bargaining unit member is given an acting assignment to that position, the bargaining unit members shall receive compensation fixed within the higher salary range for the position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the bargaining unit member's regular base salary.

When a bargaining unit member is in a move-up assignment, he/she shall continue to receive the same fringe benefits at the same levels and rates as that unit member received prior to the move-up assignment. For purposes of this provision, auto and phone allowances are excluded. Moreover, any cash out of the value of benefits while a bargaining unit member is serving in a move-up assignment shall be at the same rate and levels as that member's permanent classification.

**ARTICLE 17.            JURY DUTY/SUBPOENAED WITNESS**

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

subpoenaed witness, on behalf of the City, on a date that is a regularly scheduled day off, shall receive compensatory time off at a rate of time and one-half.

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

**ARTICLE 18.            GRIEVANCE PROCEDURES**

A. Purpose of Grievance Procedures:

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

B. A “grievance” is defined as a question (or claim) raise by an employee or group of employees against the employer arising out of the (1) meaning, (2) interpretation, or (3) application of the express provisions of the Memorandum of Agreement.

**Step 1 (Informal)**

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

**Step 2**

If the grievance is not settled in Step 1, the employee and his/her representative, if any, shall within fifteen (15) working days after the termination of Step 1, appeal in writing on the City-provided form to the Department Head or equivalent. The Department Head shall schedule a meeting to take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Head or equivalent may invite other members of management to be present at such meeting. The Department Head or equivalent will give a written reply by the end of the tenth business day following the date of the meeting, and giving of such reply will terminate Step 2.

**Step 3 (City Manager’s Office/Personnel Department)**

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing on the City-provided form, to the City Manager’s Office/Human Resources Department. The grievance shall be submitted within fifteen (15) business days of receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of the grievance. The decision of the City Manager shall terminate Step 3. If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level. The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

**ARTICLE 19.            ARBITRATION**

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

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

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

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.
- C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion shall

be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.

- D. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the grievant representative.
- E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

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

**ARTICLE 20.           ACCESS TO WORK STATION**

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

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

**ARTICLE 21.           LABOR MANAGEMENT MEETINGS**

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

agreeable solutions to issues in dispute. The meeting shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the administration of the contract during these meetings. The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings. Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the Memorandum of Agreement.

During the term of this agreement the parties agree to use some of the meeting time to discuss service and job restoration planning, including but not limited to: training, review of vacant bargaining unit positions, restoration of bargaining unit jobs, contracting out, and restoring city services to pre-financial crisis levels.

**ARTICLE 22. EDUCATIONAL REIMBURSEMENT**

The City shall reimburse bargaining unit member for tuition and books up to a maximum of \$3,000.00 per fiscal year, providing that the bargaining unit members enrolled in educational institutions comply with the provisions listed herein. In no case shall bargaining unit members receive reimbursement above actual costs on any expenditure or grant reimbursement, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

**ARTICLE 23. WORK STOPPAGES**

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

**ARTICLE 24. EMPLOYER RIGHTS**

Except as explicitly limited by a specific provision of this Agreement, the employer shall have the exclusive right to take any action deems appropriate in the management of the

City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the Employer.

The Employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, and selection, directions, and number of personnel. In addition, the Employer specifically reserves the exclusive right in accordance with its judgment to: (1) reprimand or otherwise discipline employees for cause; (2) hire, promote, and transfer in accordance with the Charter and the Personnel Rules and Regulations; (3) assign employees to work; (4) determine the starting and quitting time; (5) maintain the efficiency of employees; (6) close down buildings or any part thereof; (7) expand, reduce, alter, combine, transfer or cease any job, department, operation or service; (8) subcontract any work done by the employees; (9) control and regulate the use of the equipment and other property of the Employer; (10) determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; (11) make or change rules, policies, or provisions, exclusive of this Agreement; (12) introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the City; (13) direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The employer's non-exercising of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the Employer from exercising the same in some other way not to conflict with the express provisions of this Agreement. The Union agrees that shall not establish or attempt to enforce upon the Employer, or any employee any rule or regulations which would interfere with the recognized right of management to carry out the foregoing provisions. The City hereby agrees to meet and confer on matters relating to wages, hours, and other terms and conditions of employment when required by law (Section 3505 of the Government Code).

### **Effect of Laws, Rules, and Regulations**

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives, and orders, issued by properly designated officials. The Union also recognizes the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the Employer, insofar

as such rules, regulations directives, and orders do not conflict with the express terms of this Agreement.

**Reservation of Management Rights**

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. The Union agrees that its members shall comply with all City and departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that application of departmental rules and regulations which affect working conditions and performance shall be subject of the grievance procedures as set forth in the Personnel Rules and Regulations.

**ARTICLE 25.        SEPARABILITY PROVISION**

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

**ARTICLE 26.        PREVAILING RIGHTS**

To the extent that they are not expressly or by necessary interpretation and application covered by the purposes, intents, and language of this Agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the Unit shall remain in effect and be operative during the term of this Agreement, unless eliminated, enlarged or otherwise modified after the Meet and Confer process to the extent that such procedures are required by the laws of the State of California.

**ARTICLE 27.        BILINGUAL ASSIGNMENT**

A) The City agrees to pay \$40.00 bi-weekly (\$80.00 per month) to bargaining unit member when assigned to provide bilingual services. Bargaining unit members shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. Bargaining unit members accepting bilingual

assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. Bargaining unit members committed to the bilingual assignment shall be obligated to provide such services to the City as needed.

- B) A differential of \$70.00 (\$140.00 per month) will be paid to bargaining unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services.

Bargaining unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$70.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

## **ARTICLE 28.        COMPENSATION**

### **A. Retirement Contributions**

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

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

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

### **B. Adjustments to Compensation**

For the 2023-2024 fiscal year, effective retroactive to July 1, 2023, there will be two (2%) percent wage increase to base pay for unit members, which shall be reflected in the

City’s salary ranges. The payment will be made within ninety (90) days from approval of the entire MOA by both the SEIU membership and City Council.

For the 2023-2024 fiscal year, there will be a one time, one and 1/2 (1.5%) percent off-schedule wage payment for unit members, based on the salary ranges as of June 30, 2023. The payment will be made within sixty (60) days from approval of the entire MOA by both the SEIU membership and City Council.

**C. Parity Clause**

If any bargaining unit, except Firefighters, receives a total on schedule total compensation package for the 2023-24 fiscal year exceeding the percentage amount SEIU 721 agrees to, the difference shall be provided to the unit members. The trigger for parity for this agreement shall be a total on schedule percentage pay amount greater than 2.0% for the 2023-2024 fiscal year.

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

<b>CLASSIFICATION</b>	<b>7/1/2022</b>
Parking Control Lead Officer	93
Parking Control Officer	88
Security Lead Officer	125
Security Officer	120
Security Services Coordinator	139

**ARTICLE 29. ZIPPER CLAUSE**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right

and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

**ARTICLE 30.        HOLIDAYS**

Full time bargaining unit members of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed. When the employee's birthday or holiday falls on a weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor. The employee's birthday holiday must be used within one year in which the birthday falls.

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

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

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

- Independence Day
- Labor Day
- Admission Day

Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day\*  
New Year's Day  
Dr. Martin Luther King, Jr., Birthday  
Lincoln's Birthday  
Washington's Birthday  
César Chávez Holiday  
Cinco de Mayo  
Memorial Day  
Juneteenth  
Employee's Birthday (Floating)

By action of Resolution, the City Council establishes legal holidays for City employees each year. When a bargaining unit member calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

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

All floating holidays approved by the City Council shall be "front-loaded", i.e., credited to each employee's leave bank on July 1 of each year. Employees shall be allowed to use this holiday time in advance of when it is actually earned. However, in the event that an employee voluntarily terminates employment with the City and he/she has taken unearned holiday time, that time shall be deducted from his/her vacation accrual and/or his/her final paycheck at the City's option.

**ARTICLE 31.        RETIREMENT**

The City shall provide Classic California Public Employees' Retirement System (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan

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

of CalPERS. The City shall provide employees who are new CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS.

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

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

**ARTICLE 32.            EMPLOYMENT OPPORTUNITIES**

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

**ARTICLE 33.            CONTRACTING AND SUBCONTRACTING**

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal actions. The right of contracting or subcontracting is vested in the City. The rights to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City further agrees that for the term of this Agreement it will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary periods and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage.

The City agrees to send a request to “Meet and Confer” to the Union within 15 working days prior to any final decision to subcontract the work performed by bargaining unit members, to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five (5) working days once notice is received.

**ARTICLE 34.            VACATION**

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time bargaining unit members accrue vacation according to the limitations described in the

Personnel Rules and Regulations and the following schedule, and permanent part time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and at ½ the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

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

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding the vacation accruals and vacation accrual overage matter.

**ARTICLE 35. PERSONNEL FILES**

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

**ARTICLE 36. TERM**

This Agreement shall be in full force and effect, commencing July 1, 2023, and concluding on June 30th, 2024. All terms and conditions agreed to in this Memorandum of

Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

**ARTICLE 37.        CERTIFICATION/LICENSES**

The City shall pay the cost for any special license or certificate required of the performance of job duties. The City shall also provide release time where necessary for the bargaining unit members to take tests and/or training for such documents. The City agrees to Meet and Confer with the Union additional compensation for those classifications requiring certification and/or licenses.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding certification bonuses.

**ARTICLE 38.        SAFETY**

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

The City will provide annual training to the unit members regarding the handling and disposal of items, including potentially biohazardous items, located at various areas of the City and training for members regarding appropriate interaction with members of the public.

The City will provide safety ballistic vests for all bargaining unit members who are required to carry a firearm by the position classification in the performance of job duties. Employees may choose to purchase and use an optional external uniform vest carrier at his/her own expense. The carrier shall match the uniform shirt in color and all costs associated with replacement due to damage done while on duty will be incurred by the employee.

The City will provide unit members with Rain Jackets and Pants (“Rain Gear”). The City will meet and consult with the Union regarding the type of rain gear to be provided. Unit

members will be required to execute a form acknowledging receipt of the Rain Gear and Pants as well as acknowledgment and agreement to be responsible for loss or damage beyond standard wear and tear.

**ARTICLE 39. LAYOFF AND RETRENCHMENT PROCEDURES**

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Article XI Section 1107 of the City Charter and Rule 8 of the Rules and Regulations.

**A. Abolition of Position Lay-Offs**

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

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

**Interpretation**

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

**B. Order of Separation**

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

1. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:
  - a. Service within that occupational group
  - b. Total City Service
  - c. Relative position on eligibility list

d. Drawing of lots

C. Voluntary Reduction in Lieu of Layoff

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

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

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

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

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

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

The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order hereafter. Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and

classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

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

E. Notice of Recall

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

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

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

1. If an employee fails to respond in writing within five (5) days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.
2. Any employee who refuses recall fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

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

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.

4. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

a. Resignation in Lieu of Recall

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

b. Assignment of Duties to Another

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

G. Separation after Recall

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

H. Checkout upon Layoff, Separation or Terminations

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

I. Severance Benefits upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for

unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan then in force and effect. If an employee elects to restore time for which he/she was compensated, he/she must remit any monies received to the City.

**ARTICLE 40.            FIREARM CERTIFICATION**

The City shall reimburse the Security Officers for the annual fee associated with retaining their California gun permit through the Bureau of Security and Investigative Services. The City shall also provide the training required (two sessions per year at a gun range) for Security Officers to retain their California gun permit through the Bureau of Security and Investigative Services.

**ARTICLE 41.            NEW EMPLOYEE ORIENTATIONS**

“New Employee Orientation” means the onboarding process of a group of newly hired public employees, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matter.

During each calendar month, the City shall inform the Union if any employees have been hired into the bargaining unit during that respective month. If any employee(s) have been hired, the City shall provide Union access to any new employee orientations that may be held. The Union shall receive not less than ten (10) calendar days’ notice in advance of a monthly orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City’s operations that was no reasonably foreseeable. The notice shall be sent via email to the Worksite Organizer (WSO) and to [membership@seiu721.org](mailto:membership@seiu721.org).

The City will provide Union representatives up to thirty (30) minutes exclusive time (without management representatives present) with any new bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership and provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

Release time shall be granted for stewards to participate in the new employee orientations.

Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

FOR THE CITY:

FOR THE UNION:

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Willie A. Hopkins, City Manager

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Jason Adkin, President

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Triphenia Simmons, Assistant City  
Attorney

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Thomas Walker, Vice-President

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Eric J. Perrodin, City Attorney

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David Sanders, SEIU Regional Director