

**MEMORANDUM  
OF  
AGREEMENT**

***City of Compton***

***and***

***COMPTON MANAGEMENT EMPLOYEES  
ASSOCIATION AFSCME LOCAL 2325, AFL-CIO,  
COUNCIL 36***

***July 1, 2019  
to  
June 30, 2024***

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**ARTICLE 1. RECOGNITION**

Compton Management Employees Association, CMEA/AFSCME, Local 2325, AFL-CIO, Council 36, is hereby acknowledged by the City of Compton as the recognized employee organization representing the employment classifications within the Unit as may be established by the CITY. The Unit, as presently established, consists of the classifications shown in Article 40.

**ARTICLE 2. UNIT OF REPRESENTATION**

CMEA provides employee representation in matters related to working conditions and compensation for the following groups.

- A CHIEF EXECUTIVE EMPLOYEES
- B EXECUTIVE EMPLOYEES
- C SUPERVISORY EMPLOYEES
- D PROFESSIONAL AND TECHNICAL EMPLOYEES

**ARTICLE 3. NON-DISCRIMINATION**

- A Neither the CITY nor CMEA shall discriminate against any employee represented by the CMEA on the basis of race, creed, color, sex, sexual preference, national origin, ancestry, religion, disability, political belief, political activity or membership in any employee organization or labor organization, as defined by applicable sections of California Government Code (MMBA).
- B Whenever the masculine gender is used in the Agreement, it shall be understood to include the feminine gender.

**ARTICLE 4. SCOPE OF REPRESENTATION**

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

**ARTICLE 5. DUES DEDUCTION**

Upon receipt of a CMEA/AFSCME authorization card, on the union form, membership dues of CMEA/AFSCME members shall be deducted by the CITY from the paycheck of the member. Dues so deducted shall be remitted to CMEA/Local 2325 in a timely manner. Maintenance of membership shall be in effect within the window period for withdrawing.

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

**ARTICLE 6. 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 bargaining unit shall remain in effect and be operative during the terms 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 7. RIGHTS OF CITY**

The City Manager has the exclusive right and authority to schedule work as required in the manner most advantageous to the CITY.

The City Manager reserves the right to discipline or discharge employees for cause, subject to Civil Service procedures. The CITY reserves the right to lay off personnel of the CMEA in accordance with the City Charter and established Civil Service procedures.

The City Manager shall have the right to transfer employees within the CITY in a manner most advantageous to the CITY, subject to the provisions of this Agreement. The City Manager reserves the right to formulate, change or modify departmental rules, regulations and procedures, except that no departmental rule, regulation, or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement.

Those inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the CITY has not expressly modified or restricted by a specific provision of this Agreement, are not in any way (directly or indirectly) subject to the grievance and arbitration procedures contained herein. Except as otherwise

specifically provided in this Agreement, the CITY shall retain all rights and authority which by law it is entitled. The CMEA recognizes that the CITY has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested exclusively in the CITY.

Any and all rights concerning the management, organization, and direction of the CITY, shall be exclusively the right of the CITY and the City Manager, unless otherwise provided by the express term of this Agreement as permitted by law.

The inherent and express rights of the CITY, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Agreement, are not in any way (directly or indirectly) subject to the grievance procedure herein.

Where required by law, the CITY agrees prior to implementation, to meet and confer with the CMEA over the impact of the exercise of these rights, upon wages, hours, and other terms and conditions of employment.

#### **ARTICLE 8. SEVERABILITY**

Should any part of this Memorandum of Agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, or of an administrative tribunal or board, such invalidation during the life of this Agreement shall not affect the remaining portions thereof. Notwithstanding any other provision of this MOA, the CITY and the CMEA agree to meet and confer upon the request of either party to address the identifiable impacts, if any, that such illegality or invalidity has upon the terms and conditions of employment.

#### **ARTICLE 9. REASONABLE NOTICE**

All communications or notices required to be served upon the CMEA by the CITY, pursuant to the terms of this Agreement, or State or Federal law, shall be delivered to the President and Secretary or designee of the CMEA at his/her current email or physical mailing address on file in the City Manager's Office by electronic, U.S. Mail or hand delivery, whichever is most convenient to the CITY. All written communications to the CITY shall be addressed and delivered to the City Manager or designee. All meeting notices will be delivered within 72 hours prior to any regular scheduled meeting and 24 hours prior to any special meeting.

**ARTICLE 10. STEWARDS**

It is agreed that CMEA may select a reasonable amount of stewards to represent this Union, but not to exceed one steward for every ten (10) members. The union agrees to give the CITY a written list of employees who have been selected as stewards and such a list shall be kept current by the CMEA. Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and role as stewards. When leaving their work station/location to transact such investigations or processing, Stewards shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental operations. If such permission cannot be granted at the time of request, the steward will be informed immediately as to the earliest available time. Upon entering a work location, the union representative shall get permission from the responsible supervisor prior to speaking with the unit member.

Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The CMEA agrees that a steward shall not log compensatory time spent performing Union Business. The role of a steward is to provide timely grievance representation at the first step of the grievance process in an effort to resolve the grievance at the lowest possible step and increase communications between the CITY and the Union.

**ARTICLE 11. UNION BUSINESS**

Elected CMEA Officers or designated union members, such as stewards, shall be granted time off to perform business including conferences, conventions, seminars, and training. This time, to be granted without loss of pay, shall not to exceed an aggregate of 200 per fiscal contract year, and 300 hours per fiscal contract year, during "even years" (i.e., '22, '24, etc.) wherein it is an election year. The balance of the unused release time at the end of the fiscal year will rollover to the next fiscal year but must be used during that fiscal year or it will be forfeited. The City will be responsible for keeping an account of the time used per fiscal year and will notify the CMEA of the time used, accrued and forfeited in accordance with the notice requirements in Article 9.

Up to four (4) members of the negotiating team shall be granted time off for negotiations which shall be mutually set by the CITY and CMEA, and such employer/employee meetings shall not be charged against Union business time. The CMEA agrees that a steward shall not seek and/or record compensatory time spent performing union business.

**ARTICLE 12. ACCESS TO WORK STATION**

The CITY agrees to grant official representatives of the CMEA the access and the right to discuss grievances or problems arising under the terms of this Agreement with employees of this Unit during working hours. It is agreed that there will be as little interference as possible by the CMEA's business representatives and stewards shall be permitted to utilize a reasonable amount of time during work hours without loss of pay to specifically address grievances if: 1) such time will not interfere with departmental operations; and 2) with the approval from the department manager. The CITY agrees to permit the CMEA to use CITY facilities to conduct business meetings when such facilities are available and requested in a timely manner.

**ARTICLE 13. BULLETIN BOARDS/CITY EMAIL**

The CITY agrees to furnish and maintain space for suitable bulletin boards in convenient places to be used by the CMEA. The City also agrees to allow the CMEA to send emails to its unit members at their official City email addresses regarding official CMEA related communication and notifications. The CMEA shall limit its posting of notices and bulletins to such areas.

**ARTICLE 14. SICK LEAVE/SEVERANCE POLICY**

Sick leave shall be earned and accumulated on an annual basis of twelve (12) days/one hundred and twenty (120) hours per year from January 1 through December 31. Accrual and use of sick leave shall be in accordance with Rule 7.5(D)(1) of the Personnel Rules and Regulations, except that probationary employees may be allowed to use accrued holiday and/or compensatory time while on probation and are unable to work due to illness or non-industrial injury. Said sick leave accumulation shall be credited to the employee's records on a monthly basis. Accumulation of unused sick leave shall be unlimited. Employees shall not accrue sick leave while on suspension, or other unpaid leaves of absence. Employees shall be entitled to a payoff of accumulated sick leave in accordance with the following schedule upon termination in good standing after five years of service:

<u>Length of Service</u>	<u>Severance Pay/Proportion of Sick Leave</u>	
	<u>Over 800 Hrs.</u>	<u>Up to 800 Hrs.</u>
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%

The payoff shall be made in a lump sum unless other arrangements are agreed to by the employee and CITY.

**ARTICLE 15. HEALTH AND WELFARE BENEFITS**

**A Medical Insurance Coverage**

For the term of this Agreement, the CITY shall continue to pay an amount equal to the Los Angeles Region Kaiser family rate. The CITY shall continue to contribute the cost of medical insurance coverage to any Unit member who prior to ratification of this MOA who currently resides outside of Los Angeles County in the amount designated by PERS as "Other Southern California Region" HMO Health Plan for Employee + 2 or more dependents. It is understood, and agreed, that this CITY contribution shall not be increased for Unit members who relocated outside of Los Angeles County after July 1, 2014, nor shall this contribution apply to Unit members hired after the date of ratification of this MOA.

The CITY'S actual contribution toward the monthly premium for each employee in classification covered by the bargaining unit shall be based upon the unit member's enrollment in a plan provided through the CITY'S contract with the California Public Employees Retirement System, hereafter referred to as CALPERS and status as:

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

At the CITY'S request, employees in classification covered by the bargaining unit shall submit verifiable proof of dependency for anyone they seek to cover.

**B Dental Insurance**

1. The CITY shall continue to provide full payment for a City-wide pre-paid dental plan.
2. Dental coverage is available for employees in classifications covered by this bargaining unit and eligible dependents.

C Vision Plan

The CITY shall provide a City-wide vision plan. Vision coverage is available for employees and eligible dependents.

D Life Insurance

The CITY shall provide life insurance for the Chief Executive Employees in the amount of \$85,000.00, and the CITY shall in turn provide life insurance for the Executive employees in the amount of \$80,000. For Supervisory classifications, the CITY shall provide life insurance to Unit members in the amount of \$80,000.00.

E State Disability Insurance

The CITY shall provide State Disability Insurance (SDI) at no cost to Unit members.

F Administration of Fringe Benefits

The CITY reserves the right to select, change, administer or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of this Agreement. In the administration of fringe benefits programs involving insurance, the CITY shall have the right to select any insurance carrier or other method providing coverage to fund insurance benefits herein during the term of this Agreement. The CITY shall meet and confer with the CMEA prior to any change of insurance carrier or method of funding coverage for fringe benefits which adversely impact employees during the term of this Agreement. Changes in insurance carrier or methods of funding coverage which result in reduction in the level of benefits shall not be affected until completion of the Meet and Confer Process, as required by law. When the new insurance coverage is substantially comparable to the old insurance coverage, the CITY shall have the right to change insurance carriers upon notice to the CMEA and employees.

**ARTICLE 16. HEALTH INSURANCE CONTINUATION WHILE ON LEAVE DUE TO UNDISPUTED / DISPUTED WORK-RELATED INJURY/ILLNESS**

It is mutually agreed that the CITY shall continue to pay the CITY'S contribution toward the premium for health insurance coverage, in the case of employees who are disabled and unable to work due to undisputed work-related injury/illness.

Employees who have filed a claim(s) for compensation as a result of an injury/illness which is in dispute, shall pay the entire amount of the premium for health insurance while in no pay status, beginning with the first premium due after onset of the injury/illness. If it is later determined that the injury/illness is work-related, the CITY shall refund all premiums paid by the employee.

**ARTICLE 17. OVERTIME (Non-Exempt Supervisory Technical & Professional Classifications Only)**

Whenever an employee is required by the CITY to work on a recognized holiday, the CITY agrees to compensate holiday pay at two-and-one-half times the employee'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 an employee uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the employee does not provide verification of sickness, he will be paid at double the employee's regular hourly rate for all hours worked on the specified holiday. Members of this unit will receive cash payment at the rate of one-and-one-half times the employee's regular rate for all hours in paid status over forty (40) hours per week or at the employee's discretion by compensatory time off (up to a maximum of 100 hours). Employees who have accumulated compensatory time in excess of 100 hours as of the ratification of this agreement will not be allowed to accumulate any compensatory time until their accumulated compensatory time has been reduced below 100 hours. A week shall be defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. Given reasonable notice, employees of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the employee and the supervisor.

**ARTICLE 18. BEREAVEMENT LEAVE**

In the event of a death in the immediate family ("immediate family" shall mean spouse, father, current father-in-law, mother, current mother-in-law, grandfather, grandmother, son, daughter, brother, or sister of employee, stepmother, stepfather, stepson, and stepdaughter, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law, spouse's daughter-in-law, foster child and foster parents), an employee shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days for in-State services or five (5) working days for out of State services; or two (2) shifts for

56 hour personnel. Such leave shall be fully paid but shall not be deducted from accumulated sick leave. The CITY reserves the right to verify paid leave taken pursuant to this clause. In the event of the death of a relative not considered in the immediate family, an employee shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is no accrued sick time, the employee should then request vacation time in accordance with the vacation procedures. The CITY reserves the right to verify leave taken pursuant to this Section.

**ARTICLE 19. STRIKE PROHIBITION**

A The CMEA and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the CITY.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the CITY by the CMEA or by any other labor organization when called upon to cross picket lines in the line of duty.

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

**ARTICLE 20. WORK SCHEDULES**

Work schedules are the sole determination of the City Manager and may include any and all shifts available for consideration as determined by the City Manager.

**ARTICLE 21. AUTO ALLOWANCE/CITY CAR (Chief Executives and Executive Classifications Only)**

- A Upon ratification of this agreement, designated unit members shall continue to receive the auto allowance, in the amount of \$390.00 per month.
- B Upon ratification of this agreement, designated unit members currently assigned a CITY owned automobile shall continue to be provided an automobile in accordance with the current policies and procedures of the CITY.

- C It is the sole discretion of the City Manager as to the eligibility of any unit member currently receiving an automobile allowance or use of a CITY owned car.

**ARTICLE 22. VACATION (Chief Executives and Executive Classifications Only)**

- A Hours of vacation leave entitlement shall be accrued on the basis of each calendar month of service as follows:

- B Service Time

HOURS ACCRUED PER MONTH

Less than 5 years of service 7.334

5 Years but less than 10 10.667

10 Years but less than 15 14.000

15 Years and over 17.334

- C Accumulated vacation leave shall not exceed 24 times the current rate of each employee, as set out above.
- D Accumulated vacation time shall not be used so as to cause an employee to be absent more than a maximum of four (4) consecutive weeks, unless prior written approval is granted by the City Manager.
- E During the term of this agreement, upon approval of the City Manager, unit members may convert to cash, up to 120 hours of unused vacation leave each year, provided the employee has excess of 500 hours, 80 hours in excess of 400 hours, and 40 hours in excess of 300 hours of accrued vacation at the time of the request.
- F Effective upon ratification of this agreement, sworn safety members (fire) covered by this contract, shall continue to accrue vacation as previously provided for.

**Vacation Entitlement: (Supervisory, Technical, & Professional Classifications Only)**

- A The Supervisory, Technical, & Professional Employees of this Unit may use vacation leave after the satisfactory completion of six months of continuous service with the CITY. Effective January 1, 2001, permanent full time employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule:
- B 6 months to 5 years of service: 7.334 hours per month  
5-10 years of service: 10.667 hours per month  
10-15 years of service: 14.00 hours per month  
15 or more years of service: 17.334 hours per month
- C No Unit member may earn or accrue more than 24 times the current rate of each employee, as set out above.
- D Accumulated vacation time shall not be used so as to cause an employee to be absent more than a maximum of four consecutive weeks, unless prior written approval is granted by the City Manager.
- E During the term of this agreement and upon the approval of the City Manager, Unit members may convert to cash, up to 120 hours of unused vacation leave each year, provided the employee has excess of 500 hours, 80 hours in excess of 400 hours, and 40 hours in excess of 300 hours of accrued vacation at the time of the request.
- F Supervisory employees may use accrued vacation time on an incremental basis of not less than one (1) hour at a time.
- G Technical, & Professional employees may use accrued vacation time on an incremental basis of not less than one (1) hour at a time.

**ARTICLE 23. HOLIDAYS**

During the term of this Agreement, Unit members shall receive paid holidays in accordance with the City Council resolution establishing a holiday schedule each fiscal year. Employees covered under this Agreement and assigned to the Three-Platoon Fire Department work schedule shall not be eligible and shall fall under Section B of this Article.

Independence Day (observed)

Labor Day

Admissions Day Floater

Veteran's Day

Thanksgiving Day

Day Following Thanksgiving Day

Christmas Day/Christmas Day (observed)

New Year's Day/New Year's Day (observed)

Dr. Martin Luther King Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday (President's Day)

Cesar Chavez's Birthday

Cinco de Mayo

Memorial Day

Juneteenth

Employee's Birthday (Birthday Floater)

An "Employee's Birthday Holiday" must be used before the employee's next birthday (ex. employee's birthday on 2/1/24 must be used before 1/31/25).

#### **ARTICLE 24. PURGING OF FILES**

It is agreed that the CITY shall review personnel files when requested by employees covered under this Agreement, annually, before January 1st of each year in order to seal and/or destroy any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions and dismissals) which are citizens' complaints which are at least five 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. It is agreed that any notice of deficiency or letter of reprimand not involving serious disciplinary matters, shall be destroyed after one year provided there are no similar occurrences which are repeated.

**ARTICLE 25. UNIFORM ALLOWANCE**

Effective upon ratification of this Agreement, safety members covered by this agreement shall continue to receive a uniform allowance at \$1,500.00 per year paid quarterly. All other members covered by this agreement that are required to wear a uniform shall receive a uniform allowance at \$1000.00 per year paid per quarter.

Supervisory employees who are required to be in the field where safety boots are required one or more times per week shall receive a \$275.00 annual boot allowance.

**ARTICLE 26. GRIEVANCE PROCEDURE**

**Chief Executives and Executive Classifications Only:**

It is agreed that the CMEA may file a grievance in accordance with the grievance procedures as outlined in the CITY'S Personnel Rules and Regulations dated November 1979 and as subsequently amended, except as follows:

A 10.1 D (2) Final Level Review (Non Severe Disciplinary Grievances and Contract Interpretation Grievances)

B Grievances regarding violation of the contract

The award of the hearing officer or the Personnel Board is binding upon the City Manager.

C Grievances regarding severe discipline

The procedures for handling severe discipline and appeal shall be those outlined in Section 10.2 of the Personnel Rules and Regulations.

**Supervisory, Technical, & Professional Classifications Only:**

This grievance procedure establishes a means by which an employee's grievance may be considered, discussed and resolved in a timely manner and at the closest possible level to the point of origin.

A A "grievance" shall be defined as a dispute or a disagreement raised by an employee against the employer involving the interpretation or application of

the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth.

Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievances as herein defined, shall be processed as outlined in Section 10.1 C-D of the Personnel Rules and Regulations.

**B Severe Discipline Determination and Appeal Procedures**

The procedures for handling severe discipline and appeal shall be those outlined in Section 10.2 of the Personnel Rules and Regulations. However, Employer and CMEA agree that prior to the effectuation of the appeal procedures set forth in Section 10.2 B (2); members of CMEA shall first submit appeal to an arbitrator. The decision of the arbitrator shall be advisory to the City Manager. If the member is not satisfied with the advised determination made by the City Manager, the member may proceed with the appeal as set forth in Section 10.2 B.

**ARTICLE 27. GRIEVANCE 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 proceedings within 15 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 City shall be responsible for requesting the list. The party who strikes the first name from the panel shall be determined by lot.

- B The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- C The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, may be submitted to advisory arbitration, and the decision and award is advisory to the City Manager and City Council.
- D The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the CITY and the grievant's representative.
- E The parties shall share equally the expense of the cost of arbitration, except that parties shall be responsible for 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.

**ARTICLE 28. BASE PAY**

Salary Adjustment

For the term of this Agreement, there will be the following percent wage increase to base pay for unit members, which shall be reflected in the City's salary ranges:

For the 2019-2020 fiscal year, there will be zero (0%) percent wage increase to base pay for unit members, which shall be reflected in the City's salary ranges.

For the 2020-2021 fiscal year, there will be zero (0%) percent wage increase to base pay for unit members, which shall be reflected in the City's salary ranges.

For the 2021-2022 fiscal year, there will be zero (0%) percent wage increase to base pay for unit members, which shall be reflected in the City's salary ranges.

For the 2022-2023 fiscal year, there will be seven and one-half (7.5%) percent wage increase to base pay for unit members, effective retroactive to July 1, 2022, which shall be reflected in the City's salary ranges.

For the 2022-2023 fiscal year, there will be a one time, one and one-half (1.5%) percent off-schedule wage payment for unit members, based on the salary ranges as of June 30, 2022.

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

For the 2023-2024 fiscal year, there will be a one time, one and one-half (1.5%) percent off-schedule wage payment for unit members, based on the salary ranges as of June 30, 2023.

Parity

If any bargaining unit, except Firefighters, receives a total compensation package for the 2022-23 fiscal year exceeding the percentage amount AFSCME Local 2325 agrees to, the difference shall be provided to the unit members. The trigger for parity for this agreement shall be a total percentage pay amount greater than 9.0% for the 2022-2023 fiscal year.

If any bargaining unit, except Firefighters, receives the 1.5% off-schedule payment for the 2022-23 fiscal year, based on the unit's salary schedule as of July 1, 2022, the unit members shall be entitled to the difference.

If any bargaining unit, except Firefighters, receives a total on schedule total compensation package for the 2023-24 fiscal year exceeding the percentage amount AFSCME Local 2325 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.

If any bargaining unit, except Firefighters, receives a total off schedule total compensation package for the 2023-24 fiscal year exceeding the percentage amount AFSCME Local 2325 agrees to, the difference shall be provided to the unit members. The trigger for parity for this agreement shall be a total off schedule percentage pay amount greater than 1.5% for the 2023-2024 fiscal year.

If any bargaining unit, except Firefighters, receives the 1.5% off-schedule payment for the 2023-24 fiscal year, based on the unit's salary schedule as of July 1, 2023, the unit members shall be entitled to the difference.

**ARTICLE 29. RETIREMENT**

The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members<sup>1</sup> who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members<sup>2</sup> who are covered by this MOA, the 2% at 62-retirement plan of CalPERS. The CITY shall continue to pay the employee's portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by the CMEA through the life of this agreement. The amount paid by the CITY to defray the cost of an employee's portion of retirement contributions shall not exceed 8% of the employee's monthly earnings from the CITY, except for Fire Protection Specialists II, which shall not exceed 9%. The CITY shall provide for all safety personnel/sworn members of the City Fire Department, who are covered by this MOA, and who are eligible for the CALPERS 3% at 50-retirement plan of CalPERS. This plan is codified at California Government Code section 21362.2. Employees defined as new CalPERS members shall pay their portion of contribution to the CalPERS retirement. The City shall continue to utilize one-year final compensation for PERS classic members.

**ARTICLE 30. PERSONAL DEVELOPMENT (Chief Executives and Executive Classifications Only)**

Chief Executive Employees shall receive an annual personal development benefit that may be used for activities that are determined by the City Manager to mutually benefit the employee and the CITY. Effective upon ratification of this agreement, seven (7) Executive employees per calendar year shall receive an annual personal development benefit on a rotating basis.

**ARTICLE 31. PERSONAL LEAVE DAYS (Chief Executives and Executive Classifications Only)**

A Unit members shall accrue Personal Leave days as follows:

Chief Executive Employees	8 days per year
Executive Employees	8 days per year

Personal leave days shall be accrued at the beginning of each calendar year.

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<sup>1</sup> Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

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

Personal leave days are not cumulative in nature and cannot be carried into the following year.

**ARTICLE 32. EDUCATIONAL REIMBURSEMENT**

The CITY shall continue to provide an educational reimbursement benefit of \$3,000.00 per fiscal year.

**A Payment**

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply, for funds for said purpose from alternate sources, if available. Such sources may include, but is not limited to, State and Federal governments, inclusive of scholarship monies and Veteran's benefits programs.
2. Reimbursement shall cease whenever an employee is promoted to a position with the CITY where the education level earned is an established prerequisite for the position.
3. Whenever an employee is required by the CITY to enroll in a course in order to obtain the requisite skills which have been determined to be necessary in order to effectively function in the job, he/she shall be fully reimbursed by the CITY.

**B All Course Eligible for Payment under this Section Shall**

1. Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course.
2. Be initiated and completed while in the employ of the City of Compton.
3. Be completed at the minimum letter grade of "C" or with a "pass" if enrolled on a pass/fail basis.
4. Reimbursement shall be made only for course work, which is completed at accredited high schools, junior colleges, colleges or universities, trade schools, or through other institutions approved by the Human Resources Department.

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

C Procedure

1. The employee should make every effort to obtain an "After Hours Education" application at least one month prior to enrolling classes. Employee requests are to be placed on an eligibility list for this program. The employee submits the application to the department manager.
2. The department notes whether the course is job related or promotion related, then approves or disapproves the application and forwards such to the Human Resources Department.
3. The Human Resources Department examines the application noting the department manager's recommendation and secures a cost estimation of the course.
4. If the application is disapproved, notice is sent to employee, stating the reasons for disapproval. If approved, the Human Resources Department briefs the employee on the reimbursement procedure. The employee submits receipts for tuition, books, and application fees to the Human Resources Department within three weeks after beginning classes.
5. The Human Resources Department records and returns the receipts to the employee.
6. Upon successful completion of the course, the employee submits to the Human Resources Department a transcript of the course grade (or completion certificates).
7. The Human Resources Department records and returns the grade (or certificate of completion) to the employee and submits a request for warrant to cover the expenses allowed by the policy statements.
8. The Human Resources Department sends a congratulatory letter to the employees for successful completion of the course.

9. A record of the courses completed and grades attained are prepared; one copy is placed in the employee's personnel file, and a copy is forwarded to the department manager.

**ARTICLE 33. BILINGUAL ASSIGNMENT – (Supervisory, Technical, & Professional Classifications Only)**

- A The CITY agrees to pay \$46.15 bi-weekly (\$100.00/monthly) to Unit members when assigned to provide bilingual services. Employees shall be required to pass a qualifying examination administered by the CITY to determine proficiency for bilingual assignment.
- B Employees committed to the bilingual assignments shall be obligated to provide such service to the CITY as needed.
- C A differential of \$92.31 bi-weekly (\$200.00 per month) will be paid to the 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.

Unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$92.31 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

**ARTICLE 34. LICENSES AND CERTIFICATIONS (Certain Supervisory, Technical, & Professional Classifications Only)**

- A Unit members assigned to work requiring specified duties which require skills and abilities not contemplated in the Unit member's normal job specifications in the areas described in this Article shall receive premium pay only while so assigned. A Unit member must possess the required certifications as set forth by the Department Head to be assigned and to receive such compensation. Such premium pay shall be for the hours actually worked in that assignment. Assignment and reassignment shall be made by the Department Head, subject to the approval of the City Manager. A Fire Protection Specialist , Arson Investigator 5% per month. Such premium pay shall for hours actually worked in the assignment. Assignment and reassignment shall be made by the Fire Chief, subject to the approval of the City Manager.
- B A Fire Protection Specialist who obtains a Hazardous Material Technician as issued by Cal-OES/Cal-EMA shall receive a bonus of 5% per month. In order to retain this bonus, the Fire Protection Specialist must maintain the

certification and continue to serve and participate in the City's Hazardous Material Unified Program.

- C Fire Protections Specialist who obtain Industrial Waste Inspector certification as issued by CalEPA shall receive a bonus of \$200.00 per month. In order to retain this bonus, the Fire Protection specialist must maintain the certification and continue to serve and participate in the City's Industrial Waste Fat Oil and Grease Program.
- D Fire Protection Specialist who obtains an EMT-B certification and uses such certification while performing the duties of a Fire Protection Specialists shall receive a monthly bonus of \$300.00 per month. In order to retain this certification, the Fire Protection Specialist must maintain this certification.

**ARTICLE 35. MOVE-UP ASSIGNMENT (Supervisory, Technical, & Professional Classifications Only)**

When assigned by the department head, an acting or move-up assignment must be initiated by a Personnel Action form and must be for a minimum of eighty (80) hours. Whenever an employee of the Unit is given an acting assignment to that position the employee shall receive compensation fixed by the employee's department manager. The compensation shall be fixed within the higher salary range of the position moved-up to and shall be an increase of no less than seven (7%) percent of the employee's regular base salary. The employee shall receive a City-issued cell phone while serving in the acting/move-up assignment and must return the phone when the acting/move-up assignment ends.<sup>3</sup>

Whenever the Fire Protection Specialist II is required to work the duties normally assigned to the Fire Marshall classification - move-up pay shall be granted equivalent to the Fire Captain - Step A.

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding CMEA's request for special assignment pay for certain unit positions.

**ARTICLE 36. EMPLOYMENT VACANCIES**

Vacancies in the Classified Service shall be filled by the method prescribed in Rule 6.2a and 6.6a of the City of Compton's Personnel Rules and Regulations.

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<sup>3</sup> The employee's use of the City issued cellphone is subject to the standard City Rules & Regulations regarding use of City Technology. Employee has no expectation of privacy regarding the City issued cellphone.

**ARTICLE 37. CONTRACTING AND SUBCONTRACTING (Supervisory, Technical, & Professional Classifications Only)**

CMEA recognizes that the CITY has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting and subcontracting is vested in the CITY. The right to contract or subcontract shall not be used for the purpose or intention of undermining CMEA nor to discriminate against any of its members. The CITY further agrees that it will not lay off any employees who have completed their probationary periods and have 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, or essential public need where it is uneconomical for City employees to perform said work.

**ARTICLE 38. STANDBY/CALL BACK (Fire Protection Specialist Classification Only)**

Unit members in the Fire Protection Specialist classification shall be granted a minimum of two hours compensatory time each time they are called back to work during periods other than normal working hours.

The intent here is for a unit member to earn minimum of two hours for each time called back; however, if the employee is called back and works two or more hours, they will be paid for the actual hours worked. This provision only applies when the employee is called back and required to work less than two full hours.

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding CMEA's request for standby/callback pay for additional unit members.

**ARTICLE 39. ZIPPER CLAUSE**

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 removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the CMEA, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement pertaining to rates, wages, hours, and terms and conditions of employment or any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

**ARTICLE 40. EMPLOYEE TITLES**

**CHIEF EXECUTIVE EMPLOYEES**

CLASSIFICATION TITLE	SALARY RANGE		
	EFFECTIVE DATE		
	07/01/21	07/01/22	07/01/23
Budget Officer	175	175 A	177 A
Chief Building Official	220	220 A	222 A
Chief of Staff	200	200 A	202 A
City Controller	229	229 A	231 A
City Engineer	220	220 A	222 A
Community Development Director	221		
Community Improvement Services Director	187	187 A	189 A
Community Services Director	200	200 A	202 A
Deputy Director of Public Works and Municipal Utilities	192	192 A	194 A
Director of Community Development	221	221 A	223 A
Director of Economic and Grants Management Services	200	200 A	202 A
Director of Employment and Training Services	180	180 A	182 A
Director of General Services	192	192 A	194 A
Director of Information Systems	182	182 A	184 A
Director of Municipal Law Enforcement Services	178	178 A	179 A
Director of Parks and Recreation	204	204 A	206 A
Director of Planning and Economic Development	203	203 A	205 A
Director of Public Works and Municipal Utilities	220	220 A	222 A
Director of Recreation	192	192 A	194 A
Director of Redevelopment	188	188 A	190 A
Fire Chief	225	225 A	227 A
Housing Director	188	188 A	190 A
Human Resources Director	212	212 A	214 A
Municipal Services Director	200	200 A	202 A
Planning Director	184	184 A	186 A
Police Chief	242	242 A	244 A

Special Services Supervisor	149	149 A	151 A
Street Superintendent	176	176 A	178 A
Superintendent of Recreation	150	150 A	152 A
Water Department General Manager	220	220 A	222 A

## EXECUTIVE EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE		
	EFFECTIVE DATE		
	07/01/21	07/01/22	07/01/23
Assistant City Engineer	178	178 A	180 A
Assistant Director of Employment and Training Services	153	153 A	155 A
Assistant Police Chief	203	203 A	205 A
Assistant Water Department General Manager	166	166 A	168 A
Cable and Public Affairs Manager	178	178 A	180 A
Chief Deputy City Attorney	203	203 A	205 A
Chief Deputy City Clerk	149	149 A	151 A
Chief Deputy City Treasurer	149	149 A	151 A
Chief Executive Assistant	210	210 A	212 A
Community Development and Planning Coordinator	166	166 A	168 A
Data Processing Division Supervisor	179	179 A	181 A
Deputy City Attorney I	158	158 A	160 A
Deputy City Attorney II	173	173 A	175 A
Deputy City Attorney III	188	188 A	190 A
Deputy City Controller	176	176 A	178 A
Deputy Director of General Services	153	153 A	155 A
Deputy Director of Parks and Recreation	171	171 A	173 A
Deputy Director of Redevelopment	178	178 A	180 A
Deputy Director of Public Works & Municipal Utilities	190	190 A	192 A
Deputy Fire Chief	197	197 A	199 A
Deputy Housing Director	156	156 A	158 A
Deputy Planning Director	169	169 A	171 A
Fire Battalion Chief	186	186 A	188 A

Grants Compliance Manager	167	167 A	169 A
Grants Manager	167	167 A	169 A
Housing Manager	166	166 A	168 A
Housing Services Supervisor	146	146 A	148 A
Human Resources Analyst	156	156 A	158 A
Internal Auditor	159	159 A	161 A
Legal Analyst/Police Inspector	185	185 A	187 A
Planning Manager	168	168 A	170 A
Police Records Supervisor	171	171 A	173 A
Purchasing Manager	183	183 A	185 A
Redevelopment Manager	168	168 A	170 A
Risk Manager	194	194 A	196 A
Special Assistant to the City Manager	154	154 A	156 A
Special Services Manager	178	178 A	180 A
Superintendent of Parks	150	150 A	152 A
Workers' Compensation Claims Administrator	177	177 A	179 A

## SUPERVISORY EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE		
	EFFECTIVE DATE		
	07/01/21	07/01/22	07/01/23
Accounting Supervisor	166	166 A	168 A
Assistant Recycling Coordinator	127	127 A	129 A
Associate Civil Engineer	143	143 A	145 A
Associate Traffic Engineer	134	134 A	136 A
Building Inspector II	140	140 A	142 A
Building Maintenance Supervisor	149	149 A	151 A
Business Licensing Supervisor	140	140 A	142 A
Cable Production Supervisor	137	137 A	139 A
Claims Examiner	138	138 A	140 A
Code Enforcement Manager	177	177 A	179 A
Code Enforcement Officer II	140	140 A	142 A
Community Center Supervisor	97	97 A	99 A
Community Development Block Grant Coordinator	153	153 A	155 A

Community Development Specialist	141	141 A	143 A
Computer Technician	139	139	141 A
Construction and Maintenance Supervisor	158	158 A	160 A
Contract Administrator	158	158 A	160 A
Contract Compliance Officer	133	133 A	135 A
Cross-Connection Control Investigator	137	137 A	139 A
Custodian Foreman	129	129 A	131 A
Customer Services Supervisor	133	133 A	135 A
Data Processing Equipment Supervisor	124	124 A	126 A
Deputy City Clerk	133	133 A	135 A
Deputy City Treasurer	133	133 A	135 A
Development Services Coordinator	145	145 A	147 A
Economic Development Specialist	138	138 A	140 A
Emergency Management Coordinator	153	153 A	155 A
Equipment Maintenance Supervisor	146	146 A	148
Executive Assistant	133	133 A	135 A
Financial Analyst	151	151 A	153 A
Fire Protection Specialist I	128	128 A	130 A
Fire Protection Specialist II	143	143 A	145 A
Fiscal Coordinator	138	138 A	140 A
Grants Coordinator	138	138 A	140 A
Help Desk Technician	112	112 A	114 A
Housing Services Supervisor	146	146 A	148 A
Housing Rehabilitation Supervisor	147	147 A	149 A
Information Systems Engineer/Administrator	176	176 A	178 A
Legislative Analyst	139	139 A	141 A
Liability Claims Coordinator	152	152 A	154 A
Maintenance Superintendent	147	147 A	149 A
Mechanic Foreman	129	129 A	131 A
Neighborhood Center Manager	126	126 A	128 A
Paralegal	146	146 A	148 A
Parks Maintenance Supervisor	144	144 A	146 A
Payroll Services Supervisor	139	139 A	141 A
Printing Services Supervisor	149	149 A	151 A
Programmer Analyst	138	138 A	140 A
Project Manager	160	160 A	162 A

Purchasing Officer	150	150 A	152 A
Recreation Supervisor	128	128 A	130 A
Recycling Coordinator	139	139 A	141 A
Security Services Supervisor	139	139 A	141 A
Senior Administrative Analyst	151	151 A	153 A
Senior Building Inspector	166	166 A	168 A
Senior Civil Engineer	165	165 A	167 A
Senior Community Development Specialist	156	156 A	158 A
Senior Economic Development Specialist	153	153 A	155 A
Senior Housing Specialist	139	139 A	141 A
Senior Personnel Technician	124	124 A	126 A
Senior Planner	166	166 A	168 A
Senior Program Development Specialist	158	158 A	160 A
Senior Rehabilitation Loan Officer	140	140 A	142 A
Special Events Coordinator	112	112 A	114 A
Street Foreman	128	128 A	130 A
Street Maintenance Supervisor	144	144 A	146 A
Systems Coordinator	158	158 A	160 A
Traffic and Lighting Foreman	142	142 A	144 A
Traffic Engineer	158	158 A	160 A
Water Construction and Maintenance Supervisor	151	151 A	153 A
Water Operation and Division Supervisor	158	158 A	160 A
Water Production and Distribution Supervisor	158	158 A	160 A

Within 60-days of execution of this Tentative Agreement, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding the inclusion of certain classification titles in this Article.

The parties agree the revised salary ranges will be included in this Article prior to the ratification of the MOA.

The “A” placed next to the salary ranges represents the transition to a new salary schedule that corresponds to a 7.5% on-schedule base wage salary increase.

**ARTICLE 41. TERM AND EFFECT OF AGREEMENT**

This Agreement shall be in full force and effect, commencing July 1, 2019, 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.

This Agreement constitutes the total and entire agreement between the parties, except as otherwise provided for by side-letter, and no verbal statement shall supersede any of its provisions.

**ARTICLE 42. NEW EMPLOYEE ORIENTATION**

“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 CMEA 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 CMEA 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 not reasonably foreseeable. The notice shall be sent via email to the President, Vice-President, and Secretary at the following email addresses: [dfletcher@comptoncity.org](mailto:dfletcher@comptoncity.org); [Ygarcia@comptoncity.org](mailto:Ygarcia@comptoncity.org); & [Rrambo@comptoncity.org](mailto:Rrambo@comptoncity.org)

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

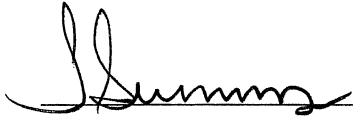
Release time shall be granted for stewards to participate in the new employee orientations.

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 \_\_\_\_\_ 2024.

FOR CITY

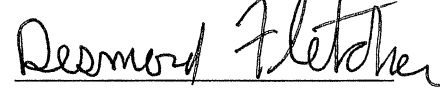


Willie Hopkins Jr., City Manager




Triphenia Simmons, Assistant City Manager

FOR AFSCME 2325



Desmond Fletcher, President



Bob Adams, Business  
Representative/AFSCME Council

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