

**MEMORANDUM OF AGREEMENT**

**CITY OF COMPTON, A MUNICIPAL  
CORPORATION**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES**

**(AFSCME) LOCAL 3947**

**JULY 1, 2019**

**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 American Federation of State, County and Municipal Employees (AFSCME) Local 3947, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution of the City of Compton, and has been executed by the City Manager, on behalf of the management officials of the City of Compton. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or effect whatsoever unless or until ratified and approved by resolution duly adopted by the City Council of the City of Compton. All references to employees in 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**

American Federation of State, County and Municipal Employees (AFSCME) Local 3947, AFL-CIO 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 identified in Article 18.

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

## **ARTICLE 3                      PAYROLL DEDUCTIONS**

It is mutually agreed that the City will deduct dues and assessments twice each month, and other monies, 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 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







For the term of this Agreement, the City shall provide the City-Wide pre-paid dental plan or an equivalent plan selected by the City. Dental coverage is available for employees and eligible dependents at no cost to unit members.

C. State Disability Insurance

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

D. Life Insurance

The City shall provide life insurance for unit members in the amount of \$45,000.

E. Vision Insurance

The City shall provide a City-wide vision plan. Vision coverage is available for employees and eligible dependents 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 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 employee covered by this Agreement, unless agreed to by both parties.

G. 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 this Article for another City bargaining unit, the City will provide the increased benefit to Unit members on the same terms and conditions that apply to the other unit.

**ARTICLE 9 OVERTIME**

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 t.1-ie 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 or she 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 comp time in excess of 100 hours as of the ratification of this agreement will not be allowed to accumulate any comp time until 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 10 EDUCATION REIMBURSEMENT**

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

**A. Payment**

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply for funds for said purpose from alternate sources, available. Such sources may include, but are 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 educational courses the employee is enrolled in, or plans

to enroll in, serve to obtain the educational level that 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 for the rest of the course, but the employee shall not be paid for the time to take the course and any studying or preparation.

B. To receive reimbursement for enrolling in courses eligible for reimbursement under this article, an employee shall ensure the course is:

1. Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course in response to a timely "After Hours Education" application, as described below
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.

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.

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 for Applying for and Obtaining Reimbursement for Participating in Eligible Courses

1. The employee should make every effort to obtain an "After Hours Education" application at least one month prior to enrolling in 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.



The procedures for handling severe discipline and appeal shall be that outlined in Section 10.2 of the Personnel Rules and Regulations. However, Employer and Union agree that prior to the effectuation of the appeal procedures set forth in Section 10.2 B(2), members of the Union shall first submit appeal to 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(2).

## **ARTICLE 12                      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. Lot shall determine the party who strikes the first name from the panel.

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. Parties shall share equally the expense of the cost arbitration, with the exception of their own Council's fees and witness service. Also, any copies of transcripts of the



2. Whenever 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

D. 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 or she has previously served in that position, so long as the class to which he or she reverts is within the same occupational or family group. When an employee reverts to a position where they have not previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he or she then reverts to the 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 or her 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 or 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 lower classification shall receive written notice of layoff not less than ten days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to 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 thereafter. The appointing officer shall use said list when a vacancy for that class is to be filled before certification.

E. 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.

F. Notice of Recall from layoff shall be by return-receipt requesting mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date the 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 or attempted delivery is 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 Human Resources 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 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 or fails to report on the prescribed date within the two-week maximum, thereby waives all remaining rights to recall and reinstatement as an employee.

G. Reinstatement/Restoration

1. No Accruals

During layoff status, no person shall be entitled to accrue any additional benefits, rights, privileges or obligations of employment, nor be entitled to any employer contributions for health, retirement or any other benefit plan, except as may be restored upon recall and reinstatement as herein set forth. Employees reinstated under the provisions of this Rule shall begin accruing benefits at the level they had attained prior to displacement.

2. Restoration of Benefits

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:

- a. All sick leave credited to the employees' account for which the employee was not compensated when laid off shall be restored;
- b. All seniority held at the time of layoff shall be restored;
- c. All prior active duty time shall be credited for the purpose of determining vacation accrual rates and service awards.
- d. 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.

3. 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.

4. Assignment of Other 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.

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

I. Checkout Upon Layoff. Separation or Termination Any employee who is laid off, terminated or who separates from the service for any reason shall not receive his final paycheck until he or she has turned in all City owned equipment to his or her supervisor, including his or her City identification card, has cleared with his or her department head, the disposition of any clothing, tools, or other working materials, which have been provided to him or her by the City, and has completed all exit interviews a.11d forms which may be required by the City Manager. 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. Employees may elect to withdraw all compensation due at the time of layoff or at their discretion, may request to be compensated on a weekly basis, not to exceed one year. If an employee elects to withdraw all compensation at the

time of layoff, he or she must request in writing, total and final severance pay from the City Controller at least ten days prior to the effective date of the layoff. Upon receipt of final severance pay for accumulated vacation and sick leave credit, all rights to such accumulated vacation and sick leave shall cease, and under no circumstances shall that accrued and accumulated credit nor any lump sum payment in lieu thereof, be counted as sick credit nor be deemed as compensation for purposes of computing service credit for retirement benefits under any retirement plan then in force and effect. Unless, however, after reinstatement an employee elects to restore time for which he or she was compensated by remitting to the City any monies he or she received.

J. Notice of Layoff

The City shall provide 30 days' notice to the Union prior to it implementing any layoff decision involving members of this bargaining unit. Within the 30 day period, the Union may meet with the City.

Manager or designee to explore options other than layoffs or reduction in status of its Unit members. The City shall be under no obligation to implement the alternatives suggested by the Union. It is understood and agreed that any meeting scheduled by the City for the purpose of exploring options or otherwise shall not be considered a "Meet and Confer" session concerning the City's decision to implement layoffs.

**ARTICLE 14 LIMITED DUTY ASSIGNMENT**

Whenever an employee of this unit is released from performing specific duties due to injuries not associated with the job, such employee may work a limited duty assignment, provided such assignment is available, if substantiated by the reviewing physician that such limited assignment will not impair the health or welfare of the employee. Any employee not in agreement with the City's physician may have his case reviewed by a physician jointly selected by the City and the Union, and such decision will be binding. If the parties are unable to agree on a doctor, a physician shall be chosen from a list of seven furnished by the American Medical Association. Limited Duty assignments to employees with injuries shall be consistent with the provisions of the State of California Workers' Compensation laws relative to such matters.

**ARTICLE 15 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 employees of this unit during working hours. It is agreed that there will be as little





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, 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.

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

<u>CLASSIFICATION TITLE</u>	<u>CURRENT</u>	<u>2022</u>	<u>2023</u>
Account Clerk I	82	82 A	84 A
Account Clerk II	96	96 A	98 A
Accountant I	138	138 A	140 A
Accountant II	154	154 A	156 A
Accounting Specialist	104	104 A	106 A
Administrative Analyst I	120	120 A	122 A
Administrative Analyst II	138	138 A	140 A
Administrative Assistant	112	112 A	114 A
Administrative Specialist	104	104 A	106 A
Assistant Building Inspector	103	103 A	105 A
Assistant Civil Engineer	133	133 A	135 A

Assistant Planner	137	137 A	139 A
Associate Planner	151	151 A	153 A
Benefits Coordinator	138	138 A	140 A
Building and Permit Technician	86	86 A	88 A
Building Inspector I	128	128 A	130 A
Building License Inspector	129	129 A	131 A
Cable TV Production Specialist	121	121 A	123 A
Case Manager	107	107 A	109 A
Cashier/Clerk	73	73 A	75 A
Computer Operator	108	108 A	110 A
Claims Technician	104	104 A	106 A
Code Enforcement Aide	129	129 A	131 A
Code Enforcement Officer I	69	69 A	71 A
Collections Officer I	117	117 A	119 A
Collections Officer II	147	147 A	149 A
Community Liaison Officer	98	98 A	100 A
Community Outreach Specialist	96	96 A	98 A
Customer Service Representative	108	108 A	110 A
Data Entry Operator Clerk	94	94 A	96 A
Data Entry Operator Clerk, Senior	108	108 A	110 A
Draftsperson Assistant	85	85 A	87 A
Eligibility and Occupancy Interviewer	88	88 A	90 A

Employment and Training Program Specialist	94	94 A	96 A
Employment and Training Program Specialist, Sr	124	124 A	126 A
Engineering Clerk	83	83 A	85 A
Family Self-Sufficiency Project Coordinator	128	128 A	130 A
Financial Counselor	100	100 A	102 A
Graphics Designer	109	109 A	111 A
Housing Eligibility Specialist	153	153 A	155 A
Housing Rehabilitation Inspector	129	129 A	131 A
Housing Rehabilitation Specialist	126	126 A	128 A
Identification Technician	90	90 A	92 A
Information Systems Analyst	105	105 A	107 A
Junior Civil Engineer	126	126 A	128 A
Keypunch Operator	78	78 A	80 A
Leased Housing Assistant	110	110 A	112 A
Leased Housing Specialist	126	126 A	128 A
Legal Assistant	120	120 A	122 A
Legal Technician	104	104 A	106 A
Office Aide	49	49 A	51 A
Office Assistant I	65	65 A	67 A
Office Assistant II	76	76 A	78 A

Office Assistant III	86	86 A	88 A
Paratransit Dispatcher	67	67 A	69 A
Paratransit Driver	67	67 A	69 A
PBX Operator/Clerk I	64	64 A	66 A
PBX Operator/Clerk II	81	81 A	83 A
Personnel Technician	104	104 A	106 A
Planning Technician	115	115 A	117 A
Printing and Duplicating Technician	81	81 A	83 A
Program Development Coordinator	110	110 A	112 A
Program Development Specialist	137	137 A	139 A
Project Coordinator	110	110 A	112 A
Property Inspector	105	105 A	107 A
Public Affairs Specialist	111	111 A	113 A
Purchasing Agent	114	114 A	116 A
Recreation Leader	89	89 A	91 A
Recreation Leader/Senior Citizens Program	89	89 A	91 A
Redevelopment Aide	58	58 A	60 A
Redevelopment Assistant	90	90 A	92 A
Redevelopment Technician I	121	121 A	123 A
Redevelopment Technician II	137	137 A	139 A
Rehabilitation Assistant	100	100 A	102 A
Relocation Specialist	95	95 A	97 A

Reprographic Equipment Operator I	85	85 A	87 A
Reprographics Equipment Operator II	103	103 A	105 A
Senior Housing Program Development Specialist	137	137 A	139 A
Statistical Clerk	74	74 A	76 A
Substance Abuse Counselor	111	111 A	113 A
Tenant Relations Assistant	104	104 A	106 A
Tenant Relations Specialist	110	110 A	112 A
Training and Services Assistant	82	82 A	84 A
Training and Services Coordinator	124	124 A	126 A
Utility Billing Specialist	108	108 A	110 A
Video Production Specialist	76	76 A	78 A

C. Definition of "Periodic"

City Charter section 1103 indicates that the City Manager will make "periodic" studies of the classification and grading of provisions. The Union and the City agree that "periodic" means every five to seven years. Nothing in this provision amends the City Charter, nor limits in any way any amendment or modification of the City Charter.

D. Working Out of Class

The Union may recommend that the City Manager review up to four Unit represented positions a year to determine if the incumbent is working out of class.

E. Shift Differential Pay

For unit members that begin their work shift after 4:00pm, such unit members shall be compensated with a shift differential of ten (10%) percent above their normal pay range.

F. Compensation Study

The CITY shall conduct a compensation study for classifications in this unit by December 31, 2015, and shall have such study conducted by a professional classification and compensation consultant, whereby the findings will be implemented by the City Manager. Any wage adjustments made by the City Manager resulting from this study shall be implemented before any wage adjustments agreed to in this MOA.

G. Incentives

The CITY agrees to work with this unit to develop criteria for providing pay incentives for successful completion of work related field certificates.

H. Career Development

The CITY agrees to further discuss and negotiate career ladder advancement strategies consistent with the Personnel Rules and Regulations with unit member representatives by December 31, 2015

I. Supervisory Differential Pay

The CITY agrees to pay unit members a supervisory differential pay of five (5%) when assigned to perform significant supervisory duties.

J. Parity

If any bargaining unit, except Firefighters, receives a total compensation package for the 2022-23 fiscal year exceeding the percentage amount AFSCME Local 3947 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 a total on schedule total compensation package for the 2023-24 fiscal year exceeding the percentage amount AFSCME Local 3947 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.





attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in the paragraph above shall not be affected or led by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

### STRIKES AND LOCKOUTS

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor represented bargaining unit members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage slowdown or strike, may be disciplined or discharged at the sole discretion of Management. Accordingly, and in pursuance with this Article, the City agrees not to violate any of the express terms of this Agreement throughout its duration.

### **ARTICLE 23                      QUARTERLY MEETINGS**

The Union agrees to meet quarterly with the City to discuss and prepare tentative productivity standards for the various job classifications. These discussions will serve as the basis of intended standards to be set at the expiration of this Agreement and shall be incorporated into the terms and conditions of a succeeding agreement. Further, the Union and the City agree to discuss the Administration of the Contract during these quarterly meetings. The intent here is for the parties to keep one another abreast of the day to day problems with respect to application of the .MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings. Both parties agree that the added purpose of these meetings is 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 MOA.

### **ARTICLE 24                      SAFETY      AGREED REVISIONS**

Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should stay alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his or her immediate supervisor. Said supervisor must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor, or
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he or she shall promptly report the problem to the next designated level of supervision or inform the Risk Manager about the problem.

The CITY is willing to further address safety concerns and engage in a serious discussion regarding the use of safety equipment.

**ARTICLE 25 UNPAID LEAVES OF ABSENCE**

Employees of the Unit who request and receive approval for an unpaid leave of absence for medical reasons must exhaust all accumulated sick leave prior to the effective date of the unpaid leave; however, if the leave is not for medical reasons all accumulated compensatory time must be exhausted prior to the effective date of said leave.

**ARTICLE 26 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 on 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 27 BILINGUAL ASSIGNMENT**

- A. The CITY agrees to pay \$75.00 bi-weekly (\$150.00/monthly) to unit members when assigned to provide bilingual services. Employees shall be required to pass a qualifying examination conducted by an independent agency to determine

fitness for periodic bilingual assignments Employees committed to the bilingual assignments shall be obligated to provide such service to the City as needed.

- B. The CITY agrees to a differential of \$92.31 bi-weekly (\$200.00/monthly) to be paid to 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 a total payment of \$92.31 biweekly if they demonstrate written competence in Spanish as determined by the Human Resources Director.

**ARTICLE 28                      HOLIDAYS**

The City agrees to provide the following paid holidays to employees of this Unit: •

Independence Day

Labor Day

Admissions Day

Day 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 Day

Cinco de Mayo

Memorial Day

Juneteenth





**ARTICLE 33 MOVE-UP ASSIGNMENT**

All unit members shall receive move-up pay after a one time completion of a ten (10) day training period, or a total of ten (10) days worked, in any higher job classification. Prior work in an acting assignment for the same classification will be counted toward the satisfaction of the 10-day training requirement. An acting or move-up assignment must be initiated by a Personnel Action form. Personnel Action forms showing the completion of a minimum ten (10) days move-up or acting in any/each higher job classification will satisfy the requirement of the training. After successful completion of the ten (10) day training period, 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 not less than 5% of the employee's regular base salary.

**ARTICLE 34 MEMBERSHIP LIST/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 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 not reasonably foreseeable. The notice shall be sent via email to the AFSCME 3947 President Worksite Organizer (WSO) and to AFSCME Business Representative.

The Union will be permitted a half hour ( 30 min.) to meet with new unit employees. Within 30 days of hire or by the first pay period of the month following hire, the City shall provide the Union with the following information regarding the new employee: name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address.

**ARTICLE 35**

**ZIPPER CLAUSE**

**NO CHANGE**

This Agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing Memoranda of Agreement, 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. 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. Thereafter, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

**ARTICLE 36**

**CONTRACTING AND SUBCONTRACTING**

The City recognizes that its ability to discontinue or "contract out" [subcontract] Bargaining Unit work concerning matters related to municipal operations is subject to its rights and obligations under the State of California Public Policy [State Constitution and Status, including the MBA]. The City shall not contract out Bargaining Unit work for the purpose or intention of undermining the Union, nor to discriminate against any of its unit members. Nor will the City "contract out" Bargaining Unit work that will result in the layoff of any employees who have completed their initial probationary period and have regular civil service status.

**ARTICLE 37**

**UNIFORM ALLOWANCE**

The City agrees to provide an annual uniform allowance of \$800.00, subject to tax withholdings, to be paid semi-annually (November and May) each year during this Agreement to each employee of this unit who is required to wear a uniform by his or her department. In lieu of providing a uniform allowance to Parks & Recreation employees, the City agrees to provide to them five (5) shirts and five (5) pair of pants or

shorts (or combination thereof) in January of each year during the term of this Agreement ( or upon hire if after January of each year) at no cost to the employee,"

The City agrees to provide an annual safety footwear allowance of \$275.00, subject to tax withholdings, to be paid annually (January) each year during this Agreement to each employee of this unit who is required to wear safety footwear.

For recreation employees who are required to wear athletic footwear as part of their uniforms, reimbursement for approved footwear of up to \$275 annually per employee will be provided, with the footwear to be purchased up to twice per year (January and July) for an amount not to exceed \$137.50 per purchase. This amount will be treated as a reimbursement, not an allowance. Employees shall be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Manager or his or her designee. In order to qualify for uniform allowance, employees must have worked no less than four months of the six-month period preceding the payment of the semi-annual uniform allotment. If less than said time is worked, the allowance will be prorated accordingly, on a month-by-month basis.

### **ARTICLE 38                      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 AFSCME Local 3947 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. 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.

Classic Members only shall continue to receive the following retirement incentives:

1. One Year Final Compensation
2. Military Service Credit

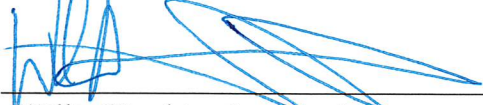
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<sup>1</sup> Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

<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.



FOR THE CITY:

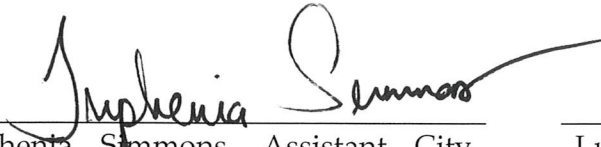


Willie Hopkins Jr., City Manager

FOR THE UNION:



Lupita Gomez Duran, President



Triphenta Simmons, Assistant City Attorney



Luis Schmidt, Business Representative,  
AFSCME Local 3947