

MEMORANDUM
OF
AGREEMENT

CITY OF COMPTON

AND

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

JULY 1, 2016

to

JUNE 30, 2019

PREAMBLE

This Agreement is entered into by and between the City of Compton, California, hereinafter referred to as the CITY, and the Compton Management Employees Association, CMEA/ASFSCME, Local 2325, AFL-CIO, Council 36, hereinafter referred to as CMEA, pursuant to the terms of Council Resolution _____ of the City of Compton. This Agreement has been executed by the City Manager on behalf of the CITY and the MANAGERS/SUPERVISORS of the City of Compton. It is, however, the mutual understanding of all parties hereto that it is of no force or effect whatsoever unless and until ratified by the CMEA and approved by resolution by the City Council of the City of Compton.

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION	3
ARTICLE 2.	UNIT OF REPRESENTATION	3
ARTICLE 3.	NON-DISCRIMINATION	3
ARTICLE 4.	SCOPE OF REPRESENTATION	4
ARTICLE 5.	DUES DEDUCTION.....	4
ARTICLE 6.	PREVAILING RIGHTS	4
ARTICLE 7.	RIGHTS OF CITY.....	5
ARTICLE 8.	SEVERABILITY	6
ARTICLE 9.	REASONABLE NOTICE	7
ARTICLE 10.	STEWARDS	7
ARTICLE 11.	UNION BUSINESS.....	8
ARTICLE 12.	ACCESS TO WORK STATION.....	9
ARTICLE 13.	BULLETIN BOARDS.....	9
ARTICLE 14.	SICK LEAVE/SEVERANCE POLICY	9
ARTICLE 15.	HEALTH AND WELFARE BENEFITS	10
ARTICLE 16.	HEALTH INSURANCE CONTINUATION WHILE ON LEAVE DUE TO UNDISPUTED / DISPUTED WORK-RELATED INJURY / ILLNESS.....	13
ARTICLE 17.	OVERTIME (Non-Exempt Supervisory, Technical, & Professional Classifications Only).....	13
ARTICLE 18.	BEREAVEMENT LEAVE.....	14
ARTICLE 19.	STRIKE PROHIBITION	15
ARTICLE 20.	WORK SCHEDULES	16
ARTICLE 21.	AUTO ALLOWANCE / CITY CAR (Chief Executives and Executive Classifications Only).....	16
ARTICLE 22.	VACATION (Chief Executives and Executive Classifications Only) .	16
ARTICLE 23.	HOLIDAYS	18
ARTICLE 24.	PURGING OF FILES	19
ARTICLE 25.	UNIFORM ALLOWANCE.....	20
ARTICLE 26.	GRIEVANCE PROCEDURE.....	20
ARTICLE 27.	ARBITRATION	22
ARTICLE 28.	BASE PAY	23
ARTICLE 30.	PERSONAL DEVELOPMENT (Chief Executives and Executive Classifications Only).....	24
ARTICLE 31.	PERSONAL LEAVE DAYS (Chief Executives and Executive Classifications Only).....	25
ARTICLE 32.	EDUCATIONAL REIMBURSEMENT.....	25
ARTICLE 33.	BILINGUAL ASSIGNMENT - (Supervisory, Technical, & Professional Classifications Only).....	27
ARTICLE 34.	LICENSES AND CERTIFICATIONS (Certain Supervisory, Technical, & Professional Classifications Only).....	28
ARTICLE 35.	MOVE-UP ASSIGNMENT (Supervisory, Technical, & Professional Classifications Only).....	29
ARTICLE 36.	EMPLOYMENT VACANCIES	30
ARTICLE 37.	CONTRACTING AND SUBCONTRACTING (Supervisory, Technical, & Professional Classifications Only)	30
ARTICLE 38.	STANDBY/CALL BACK (Fire Protection Specialist Classification Only)	31
ARTICLE 39.	ZIPPER CLAUSE.....	31

ARTICLE 40.	EMPLOYEE TITLES.....	32
ARTICLE 41.	TERM AND EFFECT OF AGREEMENT.....	36

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**

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, State or Federal law shall be delivered to the primary Officer of the CMEA at his/her current address on file in the City Manager's Office by U.S. Mail or hand delivered, whichever is most convenient. All written communications to the CITY shall be addressed and delivered to the City Manager. 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

Employees elected to union office shall be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, and training without loss of pay, not to exceed two hundred (200) hours per fiscal year for all such employees and functions. The balance of unused release time available at the end of the fiscal year shall rollover no more than one additional year.

Up to four members of the negotiating team shall be granted time off for negotiations which shall be mutually set by the employer and the Union, and such employer/employee meetings shall not be charged against Union business time.

ARTICLE 12. 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 interference as possible by the Union's business representatives, and stewards shall be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with approval from the employing department manager. The CITY agrees to permit the Union to use CITY facilities to conduct business meetings when such facilities are available and requested in a timely manner.

ARTICLE 13. BULLETIN BOARDS

The CITY agrees to furnish and maintain space for suitable bulletin boards in convenient places to be used by the Union. The Union 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 per year from January 1 through December 31. Accrual and use of sick leave shall be in accordance with Rule 7.51 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>Up to 800 Hrs.</u>	<u>Over 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 effected 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 and spouse's daughter-in-law), 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.

- B. 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.

- C. 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 \$350.00 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. 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 four (4) hours at a time.

ARTICLE 23. HOLIDAYS

During the term of this agreement, employees covered under this contract shall receive paid holidays in accordance with the resolution establishing a holiday schedule each

fiscal year.

Independence Day

Labor Day

Admissions Day

Veteran's Day

Thanksgiving Day

Thanksgiving Day (day following)

Christmas Day

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Cesar Chavez

Cinco de Mayo

Memorial Day

December 25, 2018 and December 25, 2019

Employee's Birthday

When the employee's birthday or holiday falls on a weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor.

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 \$800.00 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 \$250.00 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)

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. 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 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, with the exception of their own Counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator, shall be paid solely by the requesting party.

Within 30 days of ratification of this agreement, both parties agree to meet and confer on a process for using a Hearing Officer for grievances and/or discipline.

ARTICLE 28. BASE PAY

Upon ratification of this agreement, eligible unit members shall receive a salary adjustment as follows:

- Effective retroactive to July 1, 2017 all unit members shall receive a 3% COLA..
- Effective July 1, 2018 all unit members shall receive a 3% COLA.

ARTICLE 29. RETIREMENT

The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members² 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

¹ 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.

² 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.

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

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

C. 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 \$2,000 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 \$34.62 bi-weekly (\$75.00/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. Effective January 1, 1999, a differential of \$65.00 bi-weekly 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 \$65.00 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 certification 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 four (4) percent of the employee's regular base salary.

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.

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.

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.

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		
	Current	07/01/17	07/01/18
Budget Officer	169	172	175
Chief Building Official	214	217	220
Chief of Staff	194	197	200
City Controller	223	226	229
Community Services Director	194	197	200
Deputy Director of Public Works and Municipal Utilities	186	189	192
Director of Community Development	215	218	221
Director of Economic and Grants Management Services	194	197	200
Director of Employment and Training Services	174	177	180
Director of General Services	186	189	192
Director of Information Systems	176	179	182
Director of Municipal Law Enforcement Services	172	175	178
Director of Parks and Recreation	198	201	204
Director of Planning and Economic Development	197	200	203
Director of Public Works and Municipal Utilities	214	217	220
Director of Redevelopment	182	185	188
Fire Chief	219	222	225
Housing Director	182	185	188
Human Resources Director	206	209	212
Municipal Services Director	194	197	200
Planning Director	178	181	184
Police Chief	236	239	242
Special Services Supervisor	143	146	149
Street Superintendent	170	173	176
Superintendent of Recreation	144	147	150

EXECUTIVE EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE		
	EFFECTIVE DATE		
	Current	07/01/17	07/01/18
Assistant City Engineer	172	175	178
Assistant Director of Employment and Training Services	147	150	153
Assistant Police Chief	197	200	203
Assistant Water Department General Manager	160	163	166
Cable and Public Affairs Manager	172	175	178
Chief Deputy City Attorney	197	200	203
Chief Deputy City Clerk	143	146	149
Chief Deputy City Treasurer	143	146	149
Chief Executive Assistant	204	207	210
Community Development and Planning Coordinator	160	163	166
Data Processing Division Supervisor	173	176	179
Deputy City Attorney I	152	155	158
Deputy City Attorney II	167	170	173
Deputy City Attorney III	182	185	188
Deputy City Controller	170	173	176
Deputy Director of General Services	147	150	153
Deputy Director of Parks and Recreation	165	168	171
Deputy Director of Redevelopment	172	175	178
Deputy Director of Public Works & Municipal Utilities	184	187	190
Deputy Fire Chief	191	194	197
Deputy Housing Director	150	153	156
Deputy Planning Director	163	166	169
Fire Battalion Chief	180	183	186
Grants Manager	161	164	167
Housing Manager	160	163	166
Housing Services Supervisor	140	143	146
Human Resources Analyst	150	153	156
Internal Auditor	153	156	159
Legal Analyst/Police Inspector	179	182	185
Planning Manager	162	165	168
Police Records Supervisor	165	168	171
Redevelopment Manager	162	165	168
Risk Manager	188	191	194

Special Assistant	165	168	171
Special Assistant to the City Manager	148	151	154
Special Services Manager	172	175	178
Superintendent of Parks	144	147	150

SUPERVISORY EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE		
	Current	07/01/17	07/01/18
Accounting Supervisor	145	148	151
Administrative Assistant	106	109	112
Assistant Recycling Coordinator	121	124	127
Associate Civil Engineer	137	140	143
Associate Traffic Engineer	128	131	134
Building Maintenance Supervisor	143	146	149
Business Licensing Supervisor	134	137	140
Cable Production Supervisor	131	134	137
Claims Examiner	132	135	138
Code Enforcement Manager	171	174	177
Code Enforcement Officer II	134	137	140
Community Development Block Grant Coordinator	147	150	153
Community Development Specialist	135	138	141
Computer Technician	133	136	139
Construction and Maintenance Supervisor	152	155	158
Contract Administrator	152	155	158
Contract Compliance Officer	127	130	133
Cross-Connection Control Investigator	131	134	137
Custodian Foreman	123	126	129
Customer Services Supervisor	127	130	133
Data Processing Equipment Supervisor	118	121	124
Deputy City Clerk	127	130	133
Deputy City Treasurer	127	130	133
Development Services Coordinator	139	142	145
Economic Development Specialist	132	135	138
Emergency Management Coordinator	147	150	153
Equipment Maintenance Supervisor	140	143	146

Executive Assistant	127	130	133
Fire Protection Specialist I	122	125	128
Fire Protection Specialist II	137	140	143
Fiscal Coordinator	132	135	138
Grants Coordinator	132	135	138
Help Desk Technician	106	109	112
Housing Services Supervisor	136	139	142
Housing Rehabilitation Supervisor	141	144	147
Information Systems Engineer/Administrator	170	173	176
Legal Assistant	114	117	120
Legislative Analyst	133	136	139
Liability Claims Coordinator	146	149	152
Maintenance Superintendent	141	144	147
Mechanic Foreman	123	126	129
Neighborhood Center Manager	120	123	126
Paralegal	140	143	146
Parks Maintenance Supervisor	138	141	144
Payroll Services Supervisor	133	136	139
Printing Services Supervisor	143	146	149
Programmer Analyst	132	135	138
Project Manager	154	157	160
Purchasing Officer	144	147	150
Recreation Supervisor	122	125	128
Recycling Coordinator	133	136	139
Senior Administrative Analyst	145	148	151
Senior Building Inspector	160	163	166
Senior Civil Engineer	159	162	165
Senior Community Development Specialist	150	153	156
Senior Economic Development Specialist	147	150	153
Senior Housing Specialist	133	136	139
Senior Personnel Technician	118	121	124
Senior Planner	160	163	166
Senior Program Development Specialist	152	155	158
Senior Rehabilitation Loan Officer	134	137	140
Special Events Coordinator	106	109	112
Street Foreman	122	125	128
Street Maintenance Supervisor	138	141	144
Systems Coordinator	152	155	158

Traffic and Lighting Foreman	136	139	142
Traffic Engineer	152	155	158
Water Construction and Maintenance Supervisor	145	148	151
Water Operation and Division Supervisor	152	155	158
Water Production and Distribution Supervisor	152	155	158
Workers' Compensation Claims Coordinator	171	174	177

ARTICLE 41. TERM AND EFFECT OF AGREEMENT

This Agreement shall remain in full force and effect, commencing upon July 1, 2016, and thereafter shall continue in effect unless one of the parties notifies the other in writing, no later than June 30, 2019 of its request(s) to modify or terminate the Agreement.

The parties agree to meet and confer within the listed timelines on the following issues:-

- a. Within 30 days of ratification of this agreement, both parties agree to meet and confer on a process for using a hearing officer for grievances and/or discipline.
- b. Within 90 days of ratification of this agreement, the parties will meet and confer on the Compaction Side Letter Agreement dated August 10, 2015.
- c. Within 90 days the parties will meet and discuss matters that have gone before PERB for which a PERB decision has been rendered.

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.

The Memorandum of Agreement is entered into this _____ day of _____, 2018, by:

FOR THE UNION:

Van Wilson
VAN WILSON
PRESIDENT, Local 2325

Desmond Fletcher
DESMOND FLETCHER
VICE-PRESIDENT, Local 2325

Bob Adams
BOB ADAMS
BUSINESS REPRESENTATIVE, Local 2325

FOR THE CITY:

Cecil W. Rhambo, Jr.
-CECIL W. RHAMBO, JR.
CITY MANAGER

Craig Cornwell
CRAIG CORNWELL
CITY ATTORNEY

Alta Godwin
ALTA GODWIN
CITY CLERK



DATE: *5/23/2018*
APPROVED AS TO FORM

Craig Cornwell
CITY ATTORNEY

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2325, FOR FISCAL YEARS 2016-2019

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Millais-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and the AFSCME Local 2325; and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in City Departments' Fiscal Year 2017-2018 General Fund Non Departmental Contingency Account Number 1001-610-4294 and the salary savings from the first quarter vacant positions

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

Section 1. That the City Council of the City of Compton does hereby approve the Memorandum of Agreement (MOA) executed by the representatives of AFSCME Local 3947, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

Section 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

Section 4. That the monthly salary range for each of the classifications covered by the AFSCME Local 2325 MOA is hereby fixed and established in accordance with Article 40 of this MOA with a 3% increase effective 7/1/2017 and another 3% increase effective 7/1/2018.

Section 5. That the health, dental, vision and vacation benefits remain the same and that the life insurance coverage for supervisory classifications increased to \$80,000.

Section 6. That the monthly retirement contribution for each of the classifications covered by the AFSCME Local 2325 MOA is hereby established in accordance with Article 29 of this MOA.

Section 7. That a certified copy of this Resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office, the AFSCME Local 2325 and the Human Resources Department.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 8th day of May, 2018.



MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. 24,779

Page 2

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ATTEST:

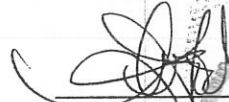

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita L. Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 8th day of May, 2018.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS- Zurita, McCoy, Sharif, Brown
NOES: COUNCIL MEMBERS- None
ABSENT: COUNCIL MEMBERS- Galvan
ABSTAIN: COUNCIL MEMBERS- None


CITY CLERK OF THE CITY OF COMPTON

