

MEMORANDUM OF
AGREEMENT

CITY OF COMPTON, A MUNICIPAL
CORPORATION

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) LOCAL 3947

JULY 1, 2016

TO

JUNE 30, 2019

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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 shown 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 who individually request in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Union.

This authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution. AFSCME Local 3947 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 dues deductions or transmittal of such funds to LUMNSE.

ARTICLE 4. NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, physical handicap, national origin, ancestry, political affiliation, or union activities as defined by applicable sections of California Government Code (MMBA).

ARTICLE 5. 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 6. CONTRACT DISTRIBUTION

The City agrees to post the newly adopted agreement on the City website. The City shall also provide to newly hired employees in this unit a copy of the current MOA, welcome letter from the Union and Union membership card during the onboarding process contingent upon being provided this information in advance by the union.

ARTICLE 7. SICK LEAVE /SEVERANCE POLICY

Upon separation from the service due to termination for any reason other than disciplinary causes, eligible employees shall be entitled to receive as severance pay (calculated at the final level of compensation) a portion of sick leave bank credits representing accumulated and unused sick leave accrual in accordance with the following schedule:

Severance Pay Proportion of Sick Leave Bank

<u>Length of Service</u>	<u>Up to 800 hrs.</u>	<u>Over 800hrs</u>
1 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%

- A. After payment of the severance amount calculated as prescribed above, all accumulated sick leave shall be permanently lost and no other payments shall be made to any other employee in lieu thereof.
- B. Severance pay will be granted only one time during the lifetime of any one employee unless in such case re-employment occurs.
- C. The total severance pay to which each employee may be entitled, based upon this Rule, shall be actually paid in installments on each regular City pay day in an amount not in excess of the compensation to which the employee would have been entitled if still employed, until the entire

severance pay entitlement has been exhausted.

ARTICLE 8. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this Agreement, the City shall pay an amount up to the Los Angeles Region Kaiser Family Rate, based on the current City Council resolution, for each Unit member.

The City's actual contribution for each Unit member shall be based upon the Unit member's enrollment in a plan provided through the City's contract with Public Employees' Retirement System (PERS) and status as:

1. employee only
2. employee and one dependent
3. employee and 2 or more dependents

The City shall continue to contribute the cost of medical insurance coverage to any Unit member who at the time of ratification of this Memorandum of Agreement (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 expanded by Unit members who relocate outside of Los Angeles County after the ratification of this MOA, nor shall this contribution apply to Unit members hired after the date of ratification of this MOA.

At the City's request, Unit members shall submit verifiable proof of dependency for

anyone they seek to cover. Acceptable proof includes, but not limited to: Driver license, last IRS Form 1040, and certificate of birth. This shall apply to all unit members who are currently enrolled, as well as to new hires.

B. Dental Insurance

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 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 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 \$2,000.00 per fiscal year, providing 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, 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 Courses 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 11. GRIEVANCE PROCEDURE

- A. This grievance procedure establishes a means by which an employee's grievance may be considered, discussed and resolved in timely manner, and at the closest possible level to the point of origin.
- B. A "grievance" shall be defined as a dispute or a disagreement raised by an employee against the employer involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievance as herein defined shall be processed as outlined in Section 10.1 C-D of the Personnel Rules and Regulations.
- C. Severe Discipline Determination and Appeal Procedures
- 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 proceedings other than that provided to the arbitrator, shall be paid solely by the requesting party.

ARTICLE 13. LAYOFF AND RETRENCHMENT PROCEDURES

A. General Statement

Any employee in the Classified Service may be laid off for lack of funds through action of the City Council, as set forth in Section 1107 of the City Charter

Article XL Section 1107
Abolition of Position. Layoffs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class, in the Classified Service, the City Council may do so, by stating in its proceedings its reasons thereof. Should such position, or positions be renewed or any position or positions involving substantially the same duties be created or filled within one year, the employee or employees discharged shall be entitled to be appointed thereto. All layoffs occasioned by the abolishment of a position or the reduction in number of employees in a given class shall be governed by seniority in service and shall be in the reverse order of employment. Re-employment shall be in the reverse order of the layoffs.

Interpretation

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

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

1. In cases where temporary employees are holding the same classification or performing similar duties as permanent Classified employees laid off, all temporary persons within the same classification and department/division are affected by the layoff and must be (a) transferred to a non-affected position or (b) laid off, or (c) placed in a classification that substantially differs in name and function.

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 next lower position within the group in which

they have accrued seniority. Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy, or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced him 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 and 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 Worker's 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 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 grievance 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 matter.

ARTICLE 16. UNION BUSINESS

Employees elected to union office shall be granted time off to perform Union functions, inclusive of conferences, conventions and seminars, without loss of pay, not to exceed one hundred sixty (160) hours per fiscal year for all such employees and functions. 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 17. STEWARDS

It is agreed that AFSCME Local 3947 may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten (10) members. The Union agrees to give to the City, a written list of employees who have been selected as stewards, and such list shall be kept current by AFSCME Local 3947.

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 his or her activities and role as a steward.

Stewards, when leaving their work station/location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him or 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 steward shall get permission from the responsible supervisor prior to speaking with a 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 or she will be made available. AFSCME Local 3947 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 18. REASONABLE NOTICE

All communications or notices required to be served upon the Union by the City shall be delivered to the primary officer of the Union and designated staff representative at their current address on file in the City Manager's office by United States Mail (provided the Union provides a sufficient supply of stamped, self-addressed envelopes to the City Manager's Office) or hand delivered whichever is most convenient. All communications with the City shall be addressed and delivered to the City Manager, 205 South Willowbrook Avenue, Compton, California 90220, in which case, a copy shall be addressed and delivered as above. It is mutually agreed the City shall provide the Unit with Council agenda cover sheets. The Unit may request any item that affects them from the City Manager's office. The item will be provided at the same time as provided to departments by the City Manager's office.

ARTICLE 19. WAGES/BASE PAY

A. Retirement Contribution

B. 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 AFSCME Local 3947. 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. Employees defined as new CalPERS members shall pay their portion of contribution to the CalPERS retirement adjustments to Compensation

All units shall receive the following salary adjustment:

- Effective retroactive to July 1, 2017, Unit members shall receive a three (3%) percent wage increase to base pay which shall be reflected in the CITY'S salary ranges.
- Effective July 1, 2018, Unit members shall receive a two (2%) wage increase to base pay which shall be reflected in the CITY'S salary ranges.
- Effective upon Council adoption of this MOU, unit members shall receive a seven hundred (\$700.00) one-time off schedule bonus payable in a separate check on or before December 21, 2017

CLASSIFICATION TITLE

	7/1/2016	7/1/2017	7/1/2018
Account Clerk I	77	80	82
Account Clerk I-Bilingual	77	80	82
Account Clerk II	91	94	96
Accountant I	133	136	138
Accountant II	149	152	154
Accounting Specialist	99	102	104
Administrative Analyst I	115	118	120
Administrative Analyst II	133	136	138
Administrative Specialist	99	102	104
Assistant Building Inspector	98	101	103
Assistant Civil Engineer	128	131	133
Assistant Planner	132	135	137
Associate Planner	146	149	151
Benefits Coordinator	133	136	138
Building and Permit Technician	81	84	86
Building Inspector I	123	126	128
Building Inspector II	135	138	140
Business License Inspector	124	127	129
Cable TV Production Specialist	116	119	121
Case Manager	102	105	107
Cashier/Clerk	68	71	73
Claims Technician	99	102	104
Code Enforcement Officer I	124	127	129
Code Enforcement Aide	64	67	69
Code Enforcement Officer II	134	137	139
Collections Officer I	112	115	117
Collections Officer II	142	145	147
Community Center Supervisor	92	95	97
Community Liaison Officer	93	96	98
Community Outreach Specialist	91	94	96
Computer Operator	103	106	108
Customer Service Representative	103	106	108
Customer Service Representative (Streets)	103	106	108
Data Entry Operator Clerk	89	92	94
Data Entry Operator Clerk, Senior	103	106	108
Draftsperson Assistant	80	83	85
Eligibility and Occupancy Interviewer	83	86	88
Employment and Training Program Specialist, Sr.	119	122	124
Employment and Training Program Specialist	89	92	94
Engineering Clerk	78	81	83
Family Self-Sufficiency Project Coordinator	123	126	128

Financial Counselor	95	98	100
Graphics Designer	104	107	109
Housing Coordinator	148	151	153
Housing Eligibility Aide	109	112	114
Housing Eligibility Specialist	121	124	126
Housing Rehabilitation Inspector	124	127	129
Housing Rehabilitation Specialist	121	124	126
Identification Technician	85	88	90
Information Systems Analyst	100	103	105
Junior Civil Engineer	121	124	126
Keypunch Operator	73	76	78
Leased Housing Assistant	105	108	110
Leased Housing Specialist	121	124	126
Legal Technician	99	102	104
Office Aide	44	47	49
Office Assistant I	60	63	65
Office Assistant I/Bilingual	63	66	68
Office Assistant II	71	74	76
Office Assistant III	81	84	86
Para-Transit Dispatcher	62	65	67
Para-Transit Driver	62	65	67
PBX Operator/Clerk I	59	62	64
PBX Operator/Clerk II	76	79	81
Personnel Technician	99	102	104
Planning Technician	110	113	115
Printing and Duplicating Technician	76	79	81
Program Development Coordinator	105	108	110
Program Development Specialist	132	135	137
Project Coordinator	105	108	110
Property Inspector	100	103	105
Public Affairs Specialist	106	109	111
Purchasing Agent	109	112	114
Recreation Leader	84	87	89
Recreation Leader/Senior Citizens Program	84	87	89
Redevelopment Aide	53	56	58
Redevelopment Assistant	85	88	90
Redevelopment Technician I	116	119	121
Redevelopment Technician II	132	135	137
Rehabilitation Assistant	95	98	100
Relocation Specialist	90	93	95
Reprographics Operator I	80	83	85
Reprographics Operator II	98	101	103
Senior Housing Program Development Specialist	132	135	137

Statistical Clerk	69	72	74
Substance Abuse Counselor	106	109	111
Tenant Relations Assistant	99	102	104
Tenant Relations Specialist	105	108	110
Training and Services Assistant	77	80	82
Training and Services Coordinator	119	122	124
Utility Billing Specialist	103	106	108
Video Production Specialist	71	74	76

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.

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 4:00 pm, 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 Clause

If, during the term of this agreement, the AFSCME CEMA unit, SEIU units (Building and Trades and Public Safety Auxiliary) receive a unit-wide, Cost of Living Adjustment (COLA),

this Unit shall receive the same COLA on the same effective date.

ARTICLE 20.

EMPLOYER RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which employer has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the employer. The employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel. In addition, the employer specifically reserves the exclusive right in accordance with its judgment to: reprimand and otherwise discipline employees, hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; *maintain* the efficiency of employees; close down buildings or any buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the employees consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; make or change rules, policies, or provisions of this Agreement; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The City's non-exercise of any function

hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions. The City hereby agrees to meet and confer on matters relating to wages, hours and other terms and conditions of employment, as required by (Section 3505 of the Government Code).

EFFECTS OF LAWS, RULES AND REGULATIONS

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives and orders, issued by properly designated officials. The Union also recognizes the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the City insofar as such rules, regulations, directives and orders do not conflict with the express terms of this Agreement.

ARTICLE 21. SEPARABILITY PROVISION

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

affected thereby.

Notwithstanding any provision of this Agreement, the City and the Union agree to meet and confer upon the request of either party to address any impact that such invalidity or unenforceability of laws may have upon the terms and conditions of employment.

ARTICLE 22. STRIKE PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any authorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the Bargaining Unit, while acting in the course of their employment, shall not honor any picket line

established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a 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.

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will promptly, upon notification, 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 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

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should 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. Effective January 1, 2015, the CITY agrees to pay \$46.15 bi-weekly (\$100.00/monthly) to unit members when assigned to provide bilingual services. Employees shall be required to pass a qualifying examination 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. Effective January 1, 2015, the CITY agrees to a differential of \$92.31 bi-weekly (\$200.00/monthly) to be paid to Unit members

ARTICLE 34. UNIT MEMBERSHIP LIST

Management will provide the Union in writing, within 30 days from the effective date of this Memorandum of Agreement, and subsequently upon written request by the Union, but no more than every sixty (60) days thereafter, an alphabetized list of employees subject to this MOA eligible for unit membership, of such employee's name, class title, Union membership status, and location by department and division, as applicable.

Home addresses shall be provided upon the effective date of this MOA.

This provision is not binding if in conflict with provisions of the Privacy Act

ARTICLE 35. ZIPPER CLAUSE

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 MMBA]. 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 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

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 employees. The City agrees to provide an annual safety footwear allowance of \$200.00 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 \$200 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 \$100 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 month-by-month basis.

ARTICLE 38. RETIREMENT

The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members³ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members⁴ 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 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
3. Increased Non-Industrial Disability
4. Industrial Disability Retirement

³ 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.

⁴ New members are defined as new hires who are brought into Ca!PERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

ARTICLE 39. DURATION OF AGREEMENT

The foregoing and any executed and ratified side letters attached hereto constitutes an entire agreement between the parties and no verbal statement shall supersede its provisions

The term of this Agreement shall be effective July 1, 2016, and shall remain in full force and effect until June 30, 2019, at which time, all terms and conditions agreed to in this Memorandum of Agreement shall be terminated.

ARTICLE 40. PURGING OF FILES

The City agrees to review the personnel files of unit members annually, if requested, and to remove and/or seal any minor reprimands or infractions, excluding serious disciplinary matters (i.e., suspensions, dismissals and demotions) as follows:

Minor infractions or reprimands (as defined above) which are four years or older and those which have not been repeated within a two-year period.

ARTICLE 41. REDUCED WORK SCHEDULE IN LIEU OF UNPAID LEAVE

Pursuant to Personnel Rules and Regulations 7.4B, the City Manager may grant any permanent employee a leave of absence without pay for one continuous period of time

Not to exceed one calendar year, based upon specified terms and conditions. In lieu of a full-time unpaid leave of absence, the City Manager may grant a permanent employee a reduced work schedule for a continuous period not to exceed one calendar year provided that: a) the employee expects at the time the leave is requested to return to work; and b) employee works no less than

32 hours a week. The employee shall continue to receive full health insurance benefits while on such reduced work schedule, but shall earn sick, vacation and holiday leave benefits on a pro-rated basis. All other provisions of Personnel Rules and Regulations 7.4B shall also apply.

ARTICLE 42. AGENCY SHOP

A. Waiver of Agency Shop Petition Rights Under Government Code Section 3502.5 (b) The Union waives all rights under Government Code section 3502.5 (b), which allows an employee organization to call an agency shop election upon a signed petition of 30% of the employees in the Unit. Instead, the Union and the City agree to implement the agency shop agreement set forth herein, upon a signed petition of 30% of all employees in the Unit, but only after both of the following occurs: 1) the voluntary membership rate in the Union reaches 60%, as evidenced by the membership dues authorization cards in the City's payroll office; and 2) a lawful and valid secret ballot election occurs which is open to all bargaining unit employees and which a majority of the voters cast ballots in favor of agency shop.

B. Contingent Agency Shop Agreement

If all of the contingencies listed in section "A" above are met, the following agency shop agreement will come into effect:

CONTINGENT AGENCY SHOP AGREEMENT

A. All permanent, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of this Agreement, and who chose not to become members of the Union, shall be required to pay to the Union, as a condition of employment, a representation service

fee that represents each such employee's proportionate share of the Union's cost of meeting and conferring and administering this Agreement, beginning 60 days after this contingent agency shop agreement comes into effect as described in this Side Letter, or after an employee attains such status, or after the Union has provided such employees and the City with the legally requisite expenditure information described below, whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to deduct such fees, in accordance with the law and the provisions of this section, through a bi-weekly payroll deduction.

- B. The representation service fee arrangement provided by this section may be rescinded by a majority vote determined in a secret ballot election in which all employees in the unit are eligible to vote provided that: 1) a request for such vote is supported by a petition containing the signatures of at least 30% of all employees; and 2) the vote may be taken at any time during or after the term of this Agreement, but in no event shall there be more than one vote taken during any calendar year. The sufficiency of a petition shall be determined, and the election shall be conducted, by the State Mediation and Conciliation Service if the Union and the City cannot agree on the selection of another neutral person or entity to conduct the election. The Union and the City shall split the costs, if any, for conducting such an election.
- C. An employee who is subject to the payment of a representation fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Union members, or that is utilized for expenditures that are not necessarily or

reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Agreement.

- D. The Union shall be fully responsible for expending funds received under this article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues which are applicable to public sector labor organizations. Prior to an employee having any obligations to pay a representation service fee hereunder, the Union shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement. The Union agrees to update and provide this financial information to employees and the City on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Union is directly or indirectly affiliated and to whom the Union transmits a portion of its dues and/or representation service fee funds.
- E. The Union shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make available a copy of such procedure to employees and the City prior to the time that any employee becomes subject to the payment of representation

service fees.

- F. Any employee who is a member of a bona fide religious, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to pay the representation service fees described in this section. This exemption shall not be granted unless and until such employee has certified his or her bona fide membership under penalty of perjury. Such employee must, instead arrange with the Union to satisfy his or her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: [name three organizations.] Proof of such payments shall be submitted to the City on a monthly basis as a condition of continued exemption from the representation service fee requirement.
- G. When an authorized agent of the City is served with written notice by an employee or employees, or by the Union, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Union obligations; or 2) the employee exemption described in this section, the City and/or the Union shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The City shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of a legally binding settlement agreement between the employee(s) and the Union, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent

jurisdiction. The sole obligation of the City with respect to such disputes is as set forth in this paragraph. The city shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the Union shall pay the City's attorneys' fees and costs, as further described in this section

- H. Whenever an employee shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the employee and the City's Human Resources Director written notice thereof, which notice shall give the employee fifteen (15) days to cure the delinquency. In the event the employee fails to cure said delinquency the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure
- I. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when an employee is on unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, an employee's failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination
- J. The parties acknowledge they are precluded from applying agency shop requirements to management, supervisory, confidential or peace officer employees.
- K. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
- L. The representation service fee obligations described in this section shall continue in

effect, unless rescinded pursuant to the procedure described in this section, for only as long as the Union is the recognized collective bargaining representative of those in the Unit, notwithstanding the expiration of the Agreement between the City and the Union.

M. The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. The Union's indemnify liability obligation is more fully set forth as follows:

1. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of the Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's defense and indemnification obligations under this Agreement.
2. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union.
3. The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY
3 OF COMPTON AND LOCAL UNION OF MUNICIPAL NON-SUPERVISORY
4 EMPLOYEES/AMERICAN FEDERATION OF STATE, COUNTY AND
5 MUNICIPAL EMPLOYEES LOCAL 3947 FOR FISCAL YEARS 2016-2019

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

8 WHEREAS, the negotiations have resulted in an agreement with the City of
9 Compton and the Local Union of Municipal Non-Supervisory Employees/American
10 Federation of State, County and Municipal Employees Local 3947; and

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

13 WHEREAS, funds allocated in the City Departments' Fiscal Year 2017-2018
14 General Fund Non-Departmental Contingency Account Number 1001-610-4294 and
15 the salary savings from the first quarter vacant positions provide sufficient funds to
16 cover the increased costs provided in the attached Agreement; and

17 WHEREAS, detailed Budget amendments will be provided for City Council
18 approval as part of the Mid-Year Review in February 2018.

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

21 Section 1. That the City Council of the City of Compton does hereby approve
22 the Memorandum of Agreement executed by the representatives of the Local Union
23 of Municipal Non-Supervisory Employees/American Federation of State, County and
24 Municipal Employees Local 3947, a copy of which is attached hereto and
25 incorporated herein by reference.

26 Section 2. That the City Manager is hereby directed to execute and
27 implement the Memorandum of Agreement in accordance with the provisions of this
28 Resolution.

29 Section 3. That this Resolution and the Memorandum of Agreement
30 incorporated herein shall supersede any provisions of previously adopted City
31 policies that conflict with the provisions of this Memorandum of Agreement.

32 Section 4. That the monthly salary range for each of the classifications
represented by the Local Union of Municipal Non-Supervisory Employees/American
Federation of State, County and Municipal Employees Local 3947 is hereby fixed and
established in accordance with Article 19 of this Memorandum of Agreement.

Section 5. That the monthly retirement contribution for each of the
classifications covered by the Local Union of Municipal Non-Supervisory
Employees/American Federation of State, County and Municipal Employees Local
3947 is hereby established in accordance with Article 38 of this Memorandum of
Agreement.

Section 6. That a certified copy of this Resolution shall be forwarded to the offices of the City Attorney, City Clerk, City Manager, City Controller, LUMNSE/AFSCME Local 3947 and the Human Resources Department.

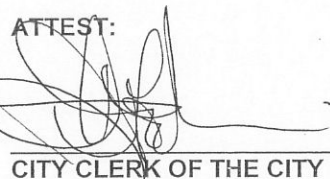
Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 19th day of December, 2017.



MAYOR OF THE CITY OF COMPTON

ATTEST:



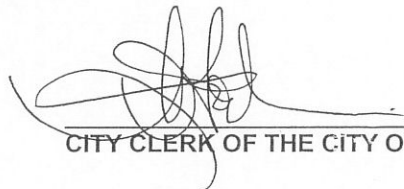
CITY CLERK OF THE CITY OF COMPTON

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

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 19th day of December, 2017.

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

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



CITY CLERK OF THE CITY OF COMPTON

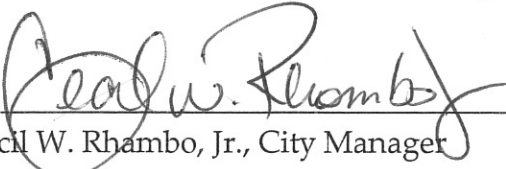
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compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

ARTICLE 43 RATIFICATION AND EXECUTION

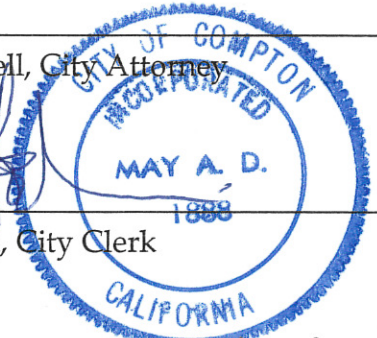
The City and the Union acknowledge that this Memorandum of Agreement shall not be in full force and effect until ratified by the Union and approved and adopted by the City Council of the City of Compton. Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this _____ day of _____ 2017 by:

FOR THE CITY:



Cecil W. Rhambo, Jr., City Manager

Craig Cornwell, City Attorney

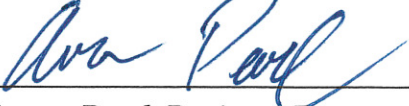

Alita Godwin, City Clerk

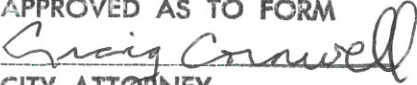


FOR THE UNION:


Collee Fields, President
AFSCME Local 3947


Lupita Duran, Vice-President
AFSCME Local 3947


Aaron Pearl, Business Representative
AFSCME District Council 36

DATE: 3/21/2018
APPROVED AS TO FORM

CITY ATTORNEY