

MEMORANDUM

OF

AGREEMENT

CITY OF COMPTON, A MUNICIPAL
CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #721,

AFL-CIO

PUBLIC SAFETY AUXILIARY

JULY 1, 2014

TO

JUNE 30, 2016

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PREAMBLE

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

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

ARTICLE 1. RECOGNITION

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

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

ARTICLE 2. SCOPE OF REPRESENTATION

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

ARTICLE 3. PAYROLL DEDUCTIONS

A. Payroll Deductions for Union Membership Dues

It is mutually agreed that the City will deduct union membership dues and assessments twice each month, in an amount certified to be current and correct by the Treasurer of the Union, from the pay of those **bargaining unit members** who individually authorize, in writing on the City's form, that such deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect as specified in Council Resolution Number 10,471.

B. Voluntary Contributions to SEIU Local 721 Political Action Panel

Bargaining unit members may make voluntary political contributions to the SEIU Local 721 Political Action Fund through payroll deductions. **Bargaining** unit members wishing to make such contributions shall do so on an authorization card that the Union shall furnish. The card will clearly indicate that 1) purpose of the payroll deductions is to contribute to the SEIU Local 721 Political Action Fund, and 2) the contribution is totally voluntary. Notwithstanding any other provision in this Agreement, any authorization for political contributions to the SEIU Local 721 Political Action Fund may be revoked at any time.

C. Hold Harmless

The Union (S.E.I.U.) 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 payroll deductions or transmittal of such funds to the Union.

D. AGENCY SHOP AGREEMENT

1. All permanent, non-probationary, 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 **effective** 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.

2. 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.

3. An employee who is subject to the payment of a representation service 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.

4. 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.

5. 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.

6. 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/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. 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.

7. 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.

8. 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 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.

9. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when an employee is an 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.

10. The parties acknowledge that the Unit does not contain management, supervisory, confidential or peace officer employees, and that the law precludes the parties from applying agency shop requirements to such employees.

11. 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.

12. 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.

13. 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:

a. 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 Association shall not diminish the Union's defense and indemnification obligations under this Agreement.

b. 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.

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 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 4. NON- DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, disability, national origin, ancestry, political affiliation, or union activities as defined by applicable sections of the California Government Code (Meyers-Milias-Brown Act).

ARTICLE 5. BULLETIN BOARDS

The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall submit a copy of each notice prior to posting, in order to keep the employer informed of the material, which is being posted.

ARTICLE 6. REASONABLE NOTICE

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

ARTICLE 7. PERSONAL LEAVE

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

ARTICLE 8. BEREAVEMENT LEAVE

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

ARTICLE 9. SICK LEAVE BANK PAYMENTS UPON SEPARATION

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

LENGTH OF SERVICE	Severance Pay Proportion of Sick Leave Bank	
	Up to 800 hrs.	Over 800 hrs.

0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

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

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

A) Severance pay will be granted only one time during the lifetime of any one employee.

B) The total severance pay to which each **bargaining unit member** may be entitled, based upon this Rule shall be actually paid in installments on each regular City pay day, in an amount not in excess of the compensation to which the **bargaining unit member** would have been entitled, if still employed until the entire severance pay entitlement has been exhausted.

ARTICLE 10. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the Los Angeles Region Kaiser Family rate. The City's actual contribution

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

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

At the City's request, **bargaining** unit members shall submit verifiable proof of dependency for anyone they seek to cover. Acceptable proof includes, but is not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all **bargaining** unit members who are currently enrolled, as well as new hires.

B. Dental Insurance

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

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

C. State Disability Insurance

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

D. Life Insurance

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

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

F. Vision Insurance

The City shall provide a city-wide vision plan. Vision coverage is available for **bargaining unit members** and eligible dependents.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer, or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any **bargaining unit member** covered by this Agreement unless agreed to by both parties

H. Parity

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

I. Reopener

Either the City and/or SEIU may reopen this memorandum of agreement effective July 1, 2015 for the purpose of adjustment to health and welfare benefits.

ARTICLE 11. OVERTIME

Whenever a **bargaining unit member** is required by the City to work on a "recognized holiday", the City agrees to compensate holiday pay at double-and one-half times the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday, provided that the **bargaining unit member** is not absent or on sick leave within 48 hours after such time worked. If a **bargaining unit member** uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the **bargaining unit member** does not provide verification of sickness, he will be paid at double the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday. Time worked in excess of a regular work week/day, if to be paid overtime, shall be paid on the day immediately following the period overtime is earned, or at the **bargaining unit member's** discretion accrued as compensatory time (up to a maximum of 150 hours).

Bargaining unit members who have accumulated compensatory time in excess of 150