

**SEIU Local 721**  
**City of Compton**

**Public Safety Auxiliary**

**Memorandum of Understanding**

**July 1, 2016,  
through  
June 30, 2019**



## **Mission Statement**

We are a powerful organization that stands for quality services and wins for our members and the communities where they live and work.

## **Vision Statement**

We will unite all of our members into one strong union that adapts to changing surroundings. We will bring a union voice to all public service workers in Southern California. We will ensure future generations are prepared to lead their successors into the future. We will collaborate with the public to win resources for services that make communities stronger. We will create every opportunity for members to lead in their communities and at work, including encouraging and training union members to hold political office. We will hold ourselves and others accountable to our values. Together we will be the model for unions in the 21st Century.



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**MEMORANDUM**

**OF**

**AGREEMENT**

**CITY OF COMPTON, A MUNICIPAL  
CORPORATION**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721,**

**PUBLIC SAFETY AUXILIARY**

**JULY 1, 2016,  
TO  
JUNE 30, 2019**



## CONTENTS

PREAMBLE	.....	5
Article 1.	Recognition .....	5
Article 2.	Scope of Representation.....	5
Article 3.	Payroll Deductions .....	5
Article 4.	Non-Discrimination.....	10
Article 5.	Bulletin Boards and Office Space.....	11
Article 6.	Reasonable Notice.....	11
Article 7.	Personal Leave.....	11
Article 8.	Bereavement Leave.....	12
Article 9.	Sick Leave Bank Payments upon Separation.....	12
Article 10.	Health/Welfare Benefits .....	13
Article 11.	Overtime.....	15
Article 12.	Night Differential.....	15
Article 13.	Seniority.....	16
Article 14.	Uniform Allowance .....	16
Article 15.	Union Business .....	17
Article 16.	Move-Up Assignment .....	17
Article 17.	Jury Duty/Supoenaed Witness.....	18
Article 18.	Grievance Procedures.....	18
Article 19.	Arbitration.....	19
Article 20.	Access to Work Station.....	20
Article 22.	Educational Reimbursement .....	21
Article 23.	Work Stoppages .....	22
Article 24.	Employer Rights.....	22
Article 25.	Separability Provision .....	23
Article 26.	Prevailing Rights.....	24
Article 27.	Bilingual Assignment .....	24
Article 28.	Salaries .....	24
Article 29.	Zipper Clause .....	26
Article 30.	Holidays .....	26
Article 31.	Retirement.....	28
Article 32.	Employment Opportunities .....	28
Article 33.	Contracting and Subcontracting .....	29
Article 34.	Vacation.....	29
Article 35.	Personnel Files.....	30
Article 36.	Term .....	30
Article 37.	Certification/Licenses .....	30

Article 38.	Safety.....	31
Article 39.	Layoff and Retrenchment Procedures .....	31

**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, SALARIES.

**Section 2.** The City shall recognize the Unit for the purpose of meeting its obligations under the Meyers-Millais-Brown Act (MMBA), 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 by the Union member at any time.

**Security Clause**

Any bargaining unit members who have authorized Union dues deductions on the effective date of this Memorandum of Agreement or at any time subsequent to the effective date of this Memorandum of Agreement shall continue to have such dues deduction made by the City during the term of this Memorandum of Agreement provided, however, that any bargaining unit member may terminate such Union dues during the period June 10 through June 30 of the final year of the term of this agreement, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

**C. Hold Harmless**

The Union (SEIU) 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, registered 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 biweekly 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, 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 Union 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 nondiscrimination in the treatment of any employees because of race, religious creed, color, national origin, ancestry, citizenship, physical or mental disability, legally protected medical condition,

military and veteran status, sexual orientation (including heterosexuality, homosexuality, and bisexuality) gender identity, gender expression, marital status, genetic information, sex (including pregnancy, childbirth, medical conditions related to pregnancy or childbirth and breastfeeding or a medical condition related to breastfeeding), age (40 and above), any other basis protected by law (e.g. an individual's opposition to unlawful conduct; an individual's association with a person of a protected class), political affiliation or union activities as defined by applicable sections of California Government Code (MMBA).

**ARTICLE 5.           BULLETIN BOARDS AND OFFICE SPACE**

The City shall provide office space to be used by the Union. The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting. The Union shall submit a copy of each notice to Human Resources 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.

In accordance with California Labor Code section 233, bargaining unit members may use up to fifty percent (50%) of his/her accrued annual sick leave may be used per calendar year to care for the illness or injury of the employee's an immediate family member. Immediate family for purposes of this article is defined as spouse, domestic

partner, child (including step children), parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law. Sick leave may be used for medical and dental appointments.

**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 bereavement 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:

**Severance Pay Proportion of Sick Leave Bank**

<b>LENGTH OF SERVICE</b>	<b>Up to 800 hrs.</b>	<b><u>Over 800 hrs.</u></b>
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**

Bargaining unit members and eligible dependents shall receive vision coverage under the City's vision benefit plan at no cost to the member.

**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.

#### **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 hours will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending at 12:00 midnight the following Saturday. Given reasonable notice, bargaining unit members of this Unit shall perform overtime work as requested by the Department Manager. Requests for the use of compensatory time must be submitted in writing--in advance of intended use--and will be granted upon mutual agreement between the bargaining unit member and the supervisor.

#### **ARTICLE 12. NIGHT DIFFERENTIAL**

It is agreed that the City pay a night differential at the rate of ten percent (10%) above base salary to bargaining unit members of this Unit who work between the hours of 3:00 P.M. and 7:30 A.M. subject to the following conditions:

1. Any bargaining unit member who works 4 or more hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for their entire shift.
2. Any bargaining unit member employee who works less than 4 hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for those hours worked during the qualifying period.
3. The night differential shall be continued on days that the bargaining unit member does not work but is on paid status, however, the city shall discontinue the differential payment when the bargaining unit member is in paid status but absent from work more than 10 days.

**ARTICLE 13.        SENIORITY**

- A. Service Seniority is interpreted and defined as length of continuous service in a respective classification or in a promotional classification within the same occupational family group.
- B. Seniority will be the determining factor in resolving (1) vacation requests, (2) shift assignments, and (3) days off from among qualified bargaining unit members. A qualified bargaining unit member is one who has an acceptable performance evaluation report.
- C. Under emergency and temporary conditions, the employer may change shift assignments and days off without regard to Paragraph # (B). Upon request, such changes will be a proper subject for discussion between the City and the Union.

**ARTICLE 14.        UNIFORM ALLOWANCE**

The City agrees to provide an annual uniform allowance of \$900.00, to be paid semi-annually (September and March) each year during this Agreement to each bargaining unit member of this Unit. The City also agrees to provide two (2) uniforms to new bargaining unit members upon commencement of probation.

Said uniform shall consist of: one (1) shirt, (short/long sleeved); one (1) necktie; one (1) leather belt; one (1) skirt/pant; one (1) pair of shoes; and one (1) patrol jacket. Bargaining unit members shall, therefore, be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Head or his/her designee.

Permanent bargaining unit members shall receive up to \$200 per year for safety boots following the presentation of a receipt to the bargaining unit member's supervisor.

**ARTICLE 15.        UNION BUSINESS**

Bargaining unit members elected to Union office may be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, without loss of pay, not to exceed an aggregate of 100 hours per fiscal year for all such bargaining unit members and functions, provided that reasonable notice of the request is given to the supervisor.

Written confirmation of attendance must be submitted within five working days to the bargaining unit member's supervisor after attending any union functions herein described. Confirmation shall include the dates and times of attendance on appropriate letterhead executed by the provider of the function.

**ARTICLE 16.        MOVE-UP ASSIGNMENT**

Pursuant to the terms of this Article, a bargaining unit member who does not qualify for a higher job classification but is asked to temporarily fill that higher job classification shall be eligible for move-up pay after a one-time completion of a 10-day training period in any higher job classification. This provision does not apply to bargaining unit members who qualify for the higher job classification, in which case they could be asked to temporarily fill that position in a temporary, interim or exemption assignment.

Any prior acting assignments will be counted toward the satisfaction of the ten (10) day training requirement for each higher job classification.

A move up assignment must be initiated by a Personnel Action Form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 10 days move up assignment in any/each higher job classification will satisfy the requirement of the training period.

After the successful completion of the 10-day training period, whenever a bargaining unit member of the unit is given an acting assignment to that position, the bargaining unit members shall receive compensation fixed within the higher salary range for the position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the bargaining unit member's regular base salary.

When a bargaining unit member is in a move-up assignment, he/she shall continue to receive the same fringe benefits at the same levels and rates as that unit member received prior to the move-up assignment. For purposes of this provision, auto and phone allowances are excluded. Moreover, any cash out of the value of benefits while a bargaining unit member is serving in a move-up assignment shall be at the same rate and levels as that member's permanent classification.

**ARTICLE 17.        JURY DUTY/SUPOENAED WITNESS**

Any regular or probationary bargaining unit member who is called for jury duty, examination for jury duty, or who is summoned to attend court as a subpoenaed witness, shall be compensated at his regular rate of pay for those hours of absence which occur during their regularly scheduled work hours provided that such bargaining unit member deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller. Bargaining unit members, who are summoned to attend court as a subpoenaed witness, on behalf of the City, on a date that is a regularly scheduled day off, shall receive compensatory time off at a rate of time and one-half.

COURT TIME POLICY — Bargaining unit members shall be compensated for court time in accordance with departmental procedures.

**ARTICLE 18.        GRIEVANCE PROCEDURES**

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "grievance" shall be defined as a question (or claim) raised by an employee against the employer arising out of the (1) meaning, (2) interpretation, or (3) application of the express provisions of the Memorandum of Agreement.

A) Grievances, as herein defined, shall be processed in the following manner:

**Step 1 (Informal)**

An employee's grievance must be submitted to his/her first line supervisor or equivalent immediately in charge of the aggrieved employee (as identified by the Department Head) within ten (10) business days after the event-giving rise to the

grievance. The supervisor will give his or her answer to the employee by the end of the tenth business day following presentation of the grievance and the giving of such answer will terminate Step 1. The ten (10) business day's requirement may be waived by mutual consent of the parties involved.

## **Step 2**

If the grievance is not settled in Step 1, the employee and his/her representative, if any, shall within fifteen (15) working days after the termination of Step 1, appeal in writing on the City-provided form to the Department Head or equivalent. The Department Head shall schedule a meeting to take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Head or equivalent may invite other members of management to be present at such meeting. The Department Head or equivalent will give a written reply by the end of the tenth business day following the date of the meeting, and giving of such reply will terminate Step 2.

## **Step 3 (City Manager's Office/Personnel Department)**

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing on the City-provided form, to the City Manager's Office/Human Resources Department. The grievance shall be submitted within fifteen (15) business days of receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of the grievance. The decision of the City Manager shall terminate Step 3. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level. The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

## **ARTICLE 19.       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 procedures within 20 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her 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 shall be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.
- D. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the grievant representative.
- E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

The CITY and SEIU Local 721 mutually agree to request the City Attorney to review the arbitration process and, if needed, recommend changes.

## **ARTICLE 20.        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 bargaining unit members 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 during the working hours of all such employees. It is agreed that the Public Safety Unit may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten members. The Union agrees to give the City a written list of

employees who have been selected as stewards, and such list shall be kept current by the Public Safety Auxiliary Unit. It is agreed that the steward be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with prior approval from the employing department manager. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of his/her activities and role as a steward.

The City agrees to permit the Union to use City facilities to conduct business meetings when such facilities are available and requested in a timely manner.

#### **ARTICLE 21. LABOR MANAGEMENT MEETINGS**

The City agrees to convene labor management meetings at least six (6) times per year for the purpose of informally discussing employment relations' issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of the topics to be discussed. The Union and the City agree that the meetings will be convened for the purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meeting shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the administration of the contract during these 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 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 Memorandum of Agreement.

During the term of this agreement the parties agree to use some of the meeting time to discuss service and job restoration planning, including but not limited to: training, review of vacant bargaining unit positions, restoration of bargaining unit jobs, contracting out, and restoring city services to pre-financial crisis levels.

#### **ARTICLE 22. EDUCATIONAL REIMBURSEMENT**

The City shall reimburse bargaining unit members for tuition and books up to a maximum of \$2,000.00 per fiscal year, providing that the bargaining unit members enrolled in educational institutions comply with the provisions listed herein. In no case shall bargaining unit members receive reimbursement above actual costs on any

expenditure or grant reimbursement, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

**ARTICLE 23.        WORK STOPPAGES**

Neither the Union, its officers or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any bargaining unit member who violates any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE 24.        EMPLOYER RIGHTS**

Except as explicitly limited by a specific provision of this Agreement, the employer shall have the exclusive right to take any action 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 the employer has not expressly modified or restricted by specific provisions 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, directions, and number of personnel. In addition, the Employer specifically reserves the exclusive right in accordance with its judgment to: (1) reprimand or otherwise discipline employees for cause; (2) hire, promote, and transfer in accordance with the Charter and the Personnel Rules and Regulations; (3) assign employees to work; (4) determine the starting and quitting time; (5) maintain the efficiency of employees; (6) close down buildings or any part thereof; (7) expand, reduce, alter, combine, transfer or cease any job, department, operation or service; (8) subcontract any work done by the employees; (9) control and regulate the use of the equipment and other property of the Employer; (10) 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; (11) make or change rules, policies, or provisions, exclusive of this Agreement; (12) introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the City; (13) direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The employer's non-exercising 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 Employer from exercising the same in some other way not to conflict with the express provisions of this Agreement. The Union agrees that shall not establish or attempt to enforce upon the Employer, or any employee any rule or regulations 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 when required by law (Section 3505 of the Government Code).

### **Effect 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 Employer, insofar as such rules, regulations directives, and orders do not conflict with the express terms of this Agreement.

### **Reservation of Management Rights**

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. The Union agrees that its members shall comply with all City and departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that application of departmental rules and regulations which affect working conditions and performance shall be subject of the grievance procedures as set forth in the Personnel Rules and Regulations.

## **ARTICLE 25.        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 in conflict or inconsistent with such applicable provisions of Federal, State, County or City Laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of 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.

**ARTICLE 26. PREVAILING RIGHTS**

To the extent that they are not expressly or by necessary interpretation and application covered by the purposes, intents, and language of this Agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the Unit shall remain in effect and be operative during the term of this Agreement, unless eliminated, enlarged or otherwise modified after the Meet and Confer process to the extent that such procedures are required by the laws of the State of California.

**ARTICLE 27. BILINGUAL ASSIGNMENT**

- A) The City agrees to pay \$34.62 bi-weekly (\$75.00 per month) to bargaining unit members when assigned to provide bilingual services. Bargaining unit members shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. Bargaining unit members accepting bilingual assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. Bargaining unit members committed to the bilingual assignment shall be obligated to provide such services to the City as needed.
  
- B) A differential of \$65.00 bi-weekly (\$130.00 per month) will be paid to bargaining unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services.

Bargaining unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$65.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

**ARTICLE 28. SALARIES**

**A. Retirement Contributions**

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years

Retirement Plan of CalPERS. The CITY shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The CITY shall continue to pay the employees' 8 % portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay up to 8% of their portion of contribution to CalPERS retirement.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members 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.

Salary ranges of classifications represented by the Union shall be set as follows:

CLASSIFICATION	06/30/16	07/01/17	07/01/18
Parking Control Officer	83	86	88
Security Officer	76	79	81
Security Services Coordinator	134	137	139

**B. Adjustments to Compensation**

Effective retroactive to July 1, 2017, Unit members shall receive a three percent (3%) wage increase to base pay which shall be reflected in the City's salary ranges.

Effective July 1, 2018, bargaining unit members shall receive a two percent (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 dollar (\$700.00) one-time off schedule bonus payable in a separate check on or before December 21, 2017.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding the Union's proposed inequities for this bargaining unit.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding certification bonuses.

### **C. Parity Clause**

If any bargaining unit, except for the Firefighters Unit, receives a total on schedule compensation package exceeding the percentage amount any SEIU agrees to, the difference shall be provided to each unit represented by SEIU. The trigger for parity for this agreement shall be a percentage greater than 6%.

### **ARTICLE 29. ZIPPER CLAUSE**

This MOU set forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU'S 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. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

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. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified 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.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

### **ARTICLE 30. HOLIDAYS**

Full time bargaining unit members of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed. When the employee's birthday or holiday falls on a

weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor. The employee's birthday holiday must be used within one year in which the birthday falls.

The City Manager shall have authority to order all bargaining unit members of any department to work on any holiday. A new bargaining unit member whose first workday is the day after a City holiday shall not be paid for that holiday. A bargaining unit member who is terminating his/her employment with the City for reasons other than paid City retirement and whose last day as a paid employee is the day before a City holiday shall not be paid for that holiday.

In order to receive holiday pay, a bargaining unit member must have worked for all or a portion of both the regularly scheduled working assignments immediately prior to and immediately after that holiday, unless such bargaining unit member is on paid vacation or sick leave.

In order to be compensated for holiday time, a bargaining unit member must turn in a medical statement from the attending physician explaining illness for the day taken before and/or after the holiday. The City agrees to provide the following paid holidays to bargaining unit members of this unit:

- Independence Day
- Labor Day
- Admissions' Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day\*
- New Year's Day
- Dr. Martin Luther King Jr. Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cinco de Mayo
- Memorial Day
- Employee's Birthday (Floating)
- Cesar Chavez Holiday

*\*Employees assigned an alternate work schedule (Monday through Friday) will receive this day as a regular holiday. Employees assigned a 4-10 work schedule (Monday through Thursday) will receive this day as a Floating Holiday, to be used by June 30 of each year.*

By action of Resolution, the City Council establishes legal holidays for City employees each year. When a bargaining unit member calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

If the City Council declares a holiday but bargaining unit members are unable to observe it due to work requirements, bargaining unit members will be granted equivalent time off. If bargaining unit members request and are denied the opportunity to schedule any floating holiday time, the City shall pay for the unused time.

All floating holidays approved by the City Council shall be "front-loaded", i.e., credited to each employee's leave bank on July 1 of each year. Employees shall be allowed to use this holiday time in advance of when it is actually earned. However, in the event that an employee voluntarily terminates employment with the City and he/she has taken unearned holiday time, that time shall be deducted from his/her vacation accrual and/or his/her final paycheck at the City's option.

#### **ARTICLE 31.        RETIREMENT**

The City shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The City shall provide employees who are new CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members 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.

#### **ARTICLE 32.        EMPLOYMENT OPPORTUNITIES**

Vacancies in the Classified Services shall be filled by the method prescribed by Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created Unclassified positions which are deemed comparable or similar to any position represented by SEIU Local 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

**ARTICLE 33.           CONTRACTING AND SUBCONTRACTING**

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal actions. The right of contracting or subcontracting is vested in the City. The rights to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City further agrees that for the term of this Agreement it will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary periods and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage.

The City agrees to send a request to “Meet and Confer” to the Union within 15 working days prior to any final decision to subcontract the work performed by bargaining unit members, to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five (5) working days once notice is received.

**ARTICLE 34.           VACATION**

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule, and permanent part time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and at ½ the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

Bargaining Unit members may convert up to 80 hours of vacation leave to cash provided the bargaining unit member has in excess of 400 hours of unused vacation leave, upon the City Manager’s approval.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding the vacation accruals and vacation accrual overage matter.

**ARTICLE 35. PERSONNEL FILES**

The official personnel file of each bargaining unit member shall be maintained by the City's Human Resources Department. A bargaining unit member and/or a Union Representative/Steward authorized by the bargaining unit member may review and/or obtain copies of any documents from the bargaining unit member's personnel file. Copies of any "derogatory" written material shall be provided to the affected bargaining unit member before it is placed in the personnel file. The bargaining unit member may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the bargaining unit member's Department Manager. It is agreed that the City will review personnel files for bargaining unit members covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

**ARTICLE 36. TERM**

This Agreement shall be in full force and effect, commencing July 1, 2016, and concluding on June 30, 2019, subject to meet and confer sessions for Article 28 Salaries (inequities) and Article 32 Vacation as specified in each article, at which time, all terms and conditions agreed to in this Memorandum of Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

**ARTICLE 37. CERTIFICATION/LICENSES**

The City shall pay the cost for any special license or certificate required of the performance of job duties. The City shall also provide release time where necessary for the bargaining unit members to take tests and/or training for such documents. The City agrees to Meet and Confer with the Union additional compensation for those classifications requiring certification and/or licenses.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding certification bonuses.

**ARTICLE 38.        SAFETY**

City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner.

As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit members shall be responsible for promptly reporting to his/her immediate supervisor any observed unsafe practice or condition. City management shall advice the unit member of the action or correction that will be taken.

**ARTICLE 39.        LAYOFF AND RETRENCHMENT PROCEDURES**

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Article XI Section 1107 of the City Charter and Rule 8 of the Rules and Regulations.

**A. Abolition of Position Lay-Offs**

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 therefore. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees laid off shall be entitled to be appointed thereto.

All lay-offs occasioned by the abolishment of a position or the reduction in number of employees in a given classification shall be governed by seniority service and shall be in the reverse order as seniority in service and shall be in the reverse order as hired.

**Interpretation**

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

**B. 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. Wherever 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

C. 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 has previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he/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 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/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 a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to a 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 hereafter. Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. 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.

E. Notice of Recall

Notice of recall from layoff shall be return-receipt requested mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date 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 if 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 Personnel 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 (5) 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 fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

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:

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.
4. 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.

a. 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.

b. Assignment of 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.

G. Separation after Recall

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

H. Checkout upon Layoff, Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason, shall not receive his final paycheck until he has turned in his City

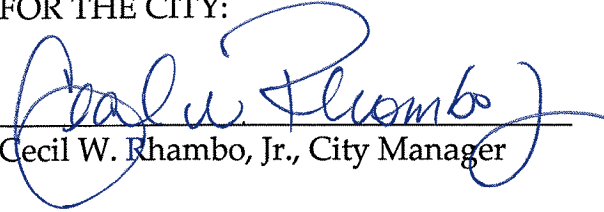
identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

I. Severance Benefits upon Termination of Employment

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. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan then in force and effect. If an employee elects to restore time for which he/she was compensated, he/she must remit any monies received to the City.


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.

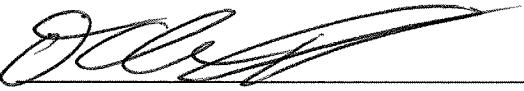
FOR THE CITY:

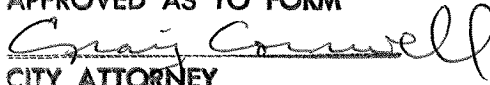
  
Cecil W. Rhambo, Jr., City Manager

\_\_\_\_\_  
Craig Cornwell, City Attorney

FOR THE UNION:

  
Travis Wilson

  
Darnell Burnett

DATE: 1/17/2018  
APPROVED AS TO FORM  
  
CITY ATTORNEY

RESOLUTION NO. 24,712

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
2 APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY  
3 OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION  
(SEIU), LOCAL 721, PUBLIC SAFETY AUXILIARY FOR FISCAL YEARS 2016-  
2019

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

6 WHEREAS, the negotiations have resulted in an agreement with the City of  
7 Compton and SEIU, Local 721, Public Safety Auxiliary; and

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

10 WHEREAS, funds have been allocated in City Departments' Fiscal Year 2017-  
2018 annual budgets for this agreement and will be appropriated in each of the  
11 subsequent Fiscal Years' budgets.

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

13 Section 1. That the City Council of the City of Compton does hereby approve  
14 the Memorandum of Agreement (MOA) executed by the representatives of SEIU  
Local 721, Public Safety Auxiliary a copy of which is attached hereto and  
15 incorporated herein by reference.

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

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

20 Section 4. That the monthly salary range for each of the classifications  
21 covered by the SEIU Local 721, Public Safety Auxiliary MOA is hereby fixed and  
established in accordance with Article 28 of this MOA.

22 Section 5. That the monthly retirement contribution for each of the  
23 classifications covered by the SEIU Local 721, Public Safety Auxiliary MOA is hereby  
established in accordance with Article 31 of this MOA.

24 Section 6. That a certified copy of this Resolution shall be forwarded to the  
25 City Attorney, City Clerk, City Manager's Office, the City Controller's Office, the SEIU  
26 Local 721, Public Safety Auxiliary and the Human Resources Department.

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

29 ADOPTED this 19th day of December, 2017.

30   
31 MAYOR OF THE CITY OF COMPTON

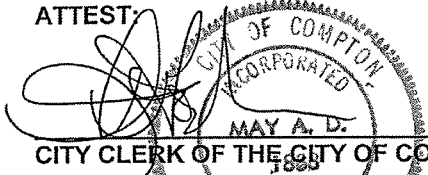
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RESOLUTION NO. 24,712

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ATTEST:

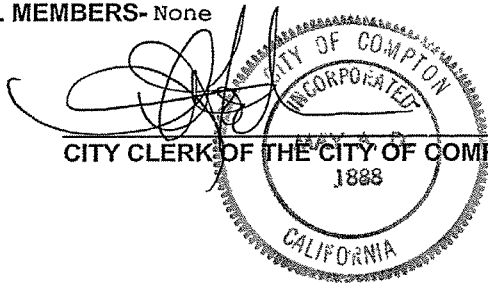
  
CITY CLERK OF THE CITY OF COMPTON.

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

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



# **City of Compton**

## **Public Safety Auxiliary**

**July 1, 2016, through June 30, 2019**



**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection (877) 721-4YOU**

**[www.seiu721.org](http://www.seiu721.org)**

** [facebook.com/seiu721](https://facebook.com/seiu721)  [twitter.com/seiu721](https://twitter.com/seiu721)**