

MEMORANDUM

OF

AGREEMENT

**CITY OF COMPTON,
A MUNICIPAL CORPORATION**

AND

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

MAINTENANCE AND TRADES UNIT

**JULY 1, 2019,
TO
JUNE 30, 2022**

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PREAMBLE

This Memorandum of Understanding (MOU) has been prepared pursuant to the terms of Government Code, Section 3500, which is hereby incorporated by reference as is fully set forth herein, and has been executed by the City Manager on behalf of the City Council of the City of Compton, hereinafter referred to as the City, and by the Service Employees International Union, Local 721 (SEIU), Maintenance and Trades Unit hereinafter referred to as Union, on behalf of all employees as described in Article 1, Recognition, occupying position-classification set forth in Article 19, Compensation. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or affect whatsoever, unless or until ratified and approved by resolution duly adopted by the City Council 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.

ARTICLE 1. RECOGNITION

Service Employees International Union, Local 721, Maintenance and Trades (SEIU) is hereby acknowledged by the City as the recognized employee organization representing all permanent and full-time employees who occupy classified positions within the Maintenance and Trades Unit. The Unit, as presently established, consists of the classifications shown in Article 19, Compensation.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or organization or executive order. The City agrees to consult with the Union on all classification specifications determined to be within the internal and occupational community of interest to the Union. In the event that the Union disputes the City's determination of community of interest and appropriate unit, the matter will be submitted to the State Mediation and Conciliation Service (SMCS) for mediation or for recommendation resolving the dispute.

ARTICLE 3. PAYROLL DEDUCTIONS

A. Dues Deduction

It is mutually agreed that the City will deduct dues and assessments twice each month, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Union, from the pay of those employees the Union also certifies who have individually requested in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Union. The Union also agrees to maintain the individual employees' current written authorization forms to make such deductions.

This process for making payroll dues deductions authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution Number 10,471. The City shall not be responsible for failure to terminate a dues deduction absent advance written notice of such revocation by the Union. The Union will be responsible for refunding any deductions to non-member employees whom the City has already remitted to the Union after such cancellation or revocation. SEIU 721 agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issue against the City as a result of dues deduction or transmittal of such funds to SEIU 721, including claims for deductions made in reliance on the Union's representations and certifications regarding valid written employee dues deduction authorizations.

Each pay period, the Employer will provide the Union with the following information regarding bargaining unit members:

Employee Name

Employee ID # (File #)

Earning Per pay Period

Amount Deducted for the Pay Period (will include itemization of the deductions – Union dues, COPE, etc.)

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within seven (7) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union at any time and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

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) or other protected classifications as defined by Federal or California state law.

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.

ARTICLE 6. PERSONAL LEAVE

Each bargaining unit member shall be allowed to designate up to 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) day's notice, where possible, of any intended use of personal leave. The only specific prohibition is that it cannot be used to provide for the three (3) day waiting period for workers' compensation claims. Personal leave days may not be accumulated 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 sick leave per calendar year to care for the illness or injury of an immediate family members. Immediate family for purposes of this article is defined as spouse, domestic partner, child (including child of domestic partner), parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in law.

ARTICLE 7. BEREAVEMENT LEAVE

In the event of a death in the immediate family ("immediate family" shall mean the spouse, father, current father-in-law, mother, current mother-in-law, son, daughter, brother or sister of the employee, grandmother and grandfather, stepchildren, stepmother and 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), or the death of a relative residing in the employee's household at the time of death, a bargaining unit member shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days of bereavement leave. 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.

In the event of the death of a relative not considered in the immediate family, a bargaining unit member shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is not accrued sick time, the bargaining unit member should then request vacation in accordance with the vacation procedures. The City reserves the right to verify leave taken pursuant to this section.

ARTICLE 8. SICK LEAVE BANK PAYMENTS UPON SEPARATION

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

Severance Pay Proportion of Sick

<u>Length of Service</u>	<u>Up to 800 hrs.</u>	<u>Leave Bank Over 800 hrs</u>
0- 4 years	10%	0%
5-10 years	25%	0%
10-14 years	50%	25%
15-19 years	75%	50%
20-24 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.

- A. After payment of the severance amount calculated as described above, all accumulated sick leave shall permanently be lost, and no other payments shall be made to any other employee in lieu thereof.
- B. Severance pay will be granted only one time during the lifetime of any one employee.
- C. 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 employee would have been entitled if still employed, until the entire severance pay entitlement has been exhausted.

ARTICLE 9. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the Kaiser Los Angeles Region Family rate. The City's actual contribution for each bargaining 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 dependence for any one they seek to cover. Acceptable proof includes, but 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. 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 or 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 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. SEIU Supplemental Benefits

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding SEIU's request for the establishment of a voluntary Supplemental Benefits Program ("Program") for bargaining unit members. In the event that the parties agree to implement the Program, it shall be implemented upon Council approval during the term of this MOU.

ARTICLE 10. STANDBY/CALLBACK

Additional compensation shall be paid to bargaining unit members assigned to be on call for emergency maintenance or repair work during periods other than normal working hours. The rate of pay for a bargaining unit member on standby status who

responds to all Calls shall be twenty-five (\$25.00) per day or fifty (\$50.00) dollars per day for legally recognized holidays during the standby period.

The order of standby will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of standby will be reset based on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for standby before those with the highest seniority receive additional opportunity to volunteer.

Overtime work performed during a callback period shall be paid at the rate of one and one-half times the straight time hourly rate for the time worked, but not less than two (2) hours regardless of the actual time worked, exclusive or such standby premium.

During the standby period (provided the bargaining unit member makes himself/herself available and responds to all calls for emergency work), the bargaining unit member so assigned will received the weekly standby premium for the entire period. Bargaining unit employees of this Unit shall serve standby assignments when requested by the department manager. A bargaining unit member who is found to be unavailable, or who does not respond to an emergency call, shall not qualify for standby pay for the entire standby period except in cases where he has notified his supervisor in advance of an emergency which will prevent his responding. In that event, the bargaining unit member shall be compensated only for the prorated portion of the entire weekly standby period for which he was available. The City will furnish two cellular phones for each section for use by bargaining unit members serving standby duty.

Should there be a need to respond to a call, two bargaining unit members who are on stand-by status shall respond to the call.

ARTICLE 11. OVERTIME

Whenever a bargaining unit member is required by the City to work on a recognized holiday, the City agrees to compensate at two-and-one-half times the bargaining unit member's regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If 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 is paid at double the bargaining unit member's employee's regular hourly rate for all hours worked on the specified holiday.

Bargaining unit members of this unit will receive cash payment at the rate of one-and-one-half times the bargaining unit member's regular rate for all hours in paid status over forty (40) hours per week, or at the bargaining unit member's request by compensatory time off (up to 150 hours).

Bargaining unit members who have accumulated comp 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 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. Request for the use of compensatory time accrued under previous agreements and this agreement 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.

The order of overtime assignment will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of overtime assignment will be reset on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for overtime assignment before those with the highest seniority receive additional opportunity to volunteer.

ARTICLE 12. HIGHER JOB CLASSIFICATION/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 5 workday training period in any higher job classification.

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

The 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 5 workdays move up assignment in any/each higher job classification will satisfy the requirement of the training period.

After the successful completion of a minimum of 5 workday training period, whenever a bargaining unit member 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 classification.

While serving in a move-up assignment, the bargaining unit member shall continue to be eligible to receive any pay adjustments or advancements granted to the unit member's permanent classification.

ARTICLE 13. HOURS OF WORK

Continuous job schedules apply to those jobs or assignments which must be performed in whole or in part on each day of the year, with work days scheduled in conformity with past practice according to the particular job or assignment involved and with two (2) scheduled days of rest within each seven (7) day work week, or four (4) scheduled days of rest within each 14 day pay period.

In cases where inclement weather prevents bargaining unit members of this unit from performing his/her regular assigned duties and/or tasks, the City will make every reasonable effort to assign such bargaining unit members to other related work. If in the event no work is available or if assigning other related work prevents other bargaining unit members from performing their regular assigned duties, the City retains the right to dismiss bargaining unit members for lack of work.

Bargaining unit members under this provision may be assigned to other divisions or departments as needed before being dismissed for lack of work. Under this provision, bargaining unit members may be assigned work out of their respective classifications with no adjustment either upward or downward in compensation and benefits.

A bargaining unit member, who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him, shall receive four hours of straight time pay at his regular hourly rate for so reporting. This reporting pay provision shall not apply if the bargaining unit member was advised at least two (2) hours in advance that there would be no work, or was not reasonably available to receive such notice, when offered work during such four (4) of eight (8) hour periods refuses, to perform same.

If such bargaining unit member is put to work, he/she shall be guaranteed a minimum of four hours of work, or four hours of pay in lieu thereof. If such bargaining unit member is put to work for more than four (4) hours, he/she shall be guaranteed a minimum of eight (8) hours of pay.

ARTICLE 14. 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 7:00 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 7:00 A.M. shall receive the night differential for their entire shift.
2. 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 15. GRIEVANCE PROCEDURES

A. Purpose of Grievance Procedures:

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

B. A "Grievance" is defined as the expression of an employee's or group of employees' complaint regarding the interpretation and application of one or more provisions of the rules, regulations and conditions of employment, as embodied in this Memorandum of Agreement between the City and the Union.

C. Grievances, as herein defined, shall be processed in the following manner:

1. Step 1 (Informal)

An employee's grievance must be submitted to the supervisor/foreman immediately in charge of the aggrieved employee within ten (10) business days after the event-giving rise to the grievance. The supervisor/foreman will give his answer to the employee by the end of the tenth calendar day following the presentation of the grievance and the giving of such answer will terminate Step

1. The ten (10) business day requirement may be waived by mutual consent of the parties involved.

2. Step 2

If the grievance is not settled in Step 1, the employee and his 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.

The department head shall schedule a meeting place within fifteen (15) business days from date grievance is referred to Step 2.

The department head may invite other members of management to be present at such meeting. The department head will give a written reply by the end of the fifteenth (15) business day following the date of the meeting, and giving of such reply will terminate Step 2.

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

The grievance shall be submitted within fifteen (15) business days of the 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 grievance. The decision of the City Manager terminates 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 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 16. 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 17. REASONABLE NOTICE

It is mutually agreed that a copy of the City Council and/or Personnel Board agenda for each meeting be forwarded to the Union whenever the agenda includes items affecting employees of this Unit.

ARTICLE 18. 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.

ARTICLE 19. COMPENSATION

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' share of the normal cost capped at eight percent (8%) 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 fifty percent (50%) of the normal cost to CalPERS retirement in accord with state law.

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 qualifying membership in any other California public retirement system.

B. Adjustments to Compensation

Effective retroactive to July 1, 2019, there will be zero (0%) percent wage increase to base pay which shall be reflected in the City's salary ranges.

C. Parity

If any bargaining unit, except Firefighters, receives a total on schedule total compensation package exceeding the percentage amount 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 pay amount greater than 6%.

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

<u>Classification</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>
Air Conditioning Mechanic	120	123	125
Air Conditioning Service Worker	96	99	101

Classification	7/1/2016	7/1/2017	7/1/2018
Anti Graffiti Painter	89	92	94
Assistant Electrician	96	99	101
Automotive Service Worker	68	71	73
Automotive Service Lead Worker	78	81	83
Carpenter	131	134	136
Concrete Crew Lead worker	96	99	101
Concrete Maintenance Worker	80	83	85
Concrete Repair Worker	86	89	91
Custodian	75	78	80
Custodian Lead worker	103	106	108
Electrical Inspector	106	109	111
Electrical Maintenance Worker	83	86	88
Electrician	131	134	136
Engineering Aide	88	91	93
Equipment Operator, Grade I	74	77	79
Equipment Operator, Grade II	82	85	87
Equipment Operator, Grade III	96	99	101
Facility Maintenance Worker I	86	89	91
Facility Maintenance Worker II	96	99	101
Facility Maintenance Worker III	110	113	115
Greens keeper	88	91	93
Heavy Equipment Mechanic	123	126	128
Helicopter Mechanic	132	135	137
Laborer	64	67	69
Maintenance Assistant	44	47	49
Maintenance Lead worker (MWIII)	114	117	119
Maintenance Lead worker I	90	93	95
Maintenance Lead worker II	102	105	107
Mechanic	102	105	107
Mechanic Assistant	88	91	93
Mechanic Lead worker	108	111	113
Meter Reader	116	119	121
Meter Repair Worker I	74	77	79
Meter Repair Worker II	82	85	87
Paint Crew Lead Worker	96	99	101
Painter	89	92	94
Painter II	109	112	114
Park Gardener/Caretaker	68	71	73

Classification	7/1/2016	7/1/2017	7/1/2018
Park Gardener/Caretaker Trainee	53	56	58
Parks Maintenance Worker I	90	93	95
Parks Maintenance Worker II	102	105	107
Parks Maintenance Lead worker	114	117	119
Plumber	131	134	136
Public Works Inspector	106	109	111
Public Works Inspector Assistant	88	91	93
Pump Operator	123	126	128
Senior Engineering Aide	103	106	108
Senior Park Gardener/Caretaker	78	81	83
Senior Pump Operator	116	119	121
Sewer Maintenance Crew Lead Worker	96	99	101
Sewer Maintenance Worker	78	81	83
Small Engine Mechanic	88	91	93
Sprinkler Systems Service Worker	86	89	91
Storekeeper	96	99	101
Street Maintenance Lead Worker	96	99	101
Street Sweeper Operator	92	95	97
Street Sub-foreman	78	81	83
Traffic & Lighting Electrician	131	134	136
Traffic Painter	82	85	87
Traffic Painter Helper	69	72	74
Traffic Sign Maintenance Worker	127	130	132
Traffic Signal Technician	127	130	132
Tree Trimmer	84	87	89
Tree Trimmer Lead Worker	96	99	101
Wastewater Technician	122	125	127
Water Service worker I	110	113	115
Water Service worker II	123	126	128
Water Service worker III	138	141	143

ARTICLE 20. STEWARDS

It is agreed that SEIU, Maintenance and Trades Unit may select one chief steward and five division stewards to represent this Unit. The Union agrees to give the City a written list of employees who have been selected, and such list shall be kept current by the Union.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay and/or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their union activities and roles as stewards.

Stewards, when leaving their work location/station to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental or divisional operations. If such permission cannot be granted at the time so requested, the steward will be immediately informed as to the earliest available time. Before entering a work location, the steward must obtain permission from the responsible supervisor before conducting grievance handling during work hours. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The Union agrees that a steward shall not log compensatory time spent performing at the first steps of the grievance process in an effort to resolve the grievance at the earliest possible time and increase communication between the City and the Union.

ARTICLE 21. UNION BUSINESS

Any bargaining unit members may be granted time off to perform union functions, inclusive of conferences, conventions, seminars (but precluding local political activity). This time, to be granted without loss of pay, not to exceed an aggregate of 100 hours per fiscal contract year for all such bargaining unit members and functions, provided that reasonable request is given to the department manager. Written confirmation must be submitted to department manager after attending any union functions described.

ARTICLE 22. JURY DUTY/SUBPOENAED WITNESS

Any regular or probationary bargaining unit member who is called for jury duty, examined for jury duty, or who is summoned to attend court as a subpoenaed witness shall be compensated at his/her regular rate of pay for those hours of absence which occur during his/her regularly scheduled working hours, provided that such bargaining unit member deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller.

When a bargaining unit member is a litigant, paid leave for court appearance of any kind shall not be authorized and such bargaining unit member must use any

accumulated compensatory time or vacation time before authorized absence without pay for such court appearance.

ARTICLE 23. 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
- Admission 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)
César Chávez Holiday

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 24. FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budgetary procedures.

The City will not cut the wages and a benefit specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the Bargaining Unit covered by this Agreement. The City agrees to include in its annual

* *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.*

budget request any amount sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures.

This Article and City action hereunder shall not be subject to the established Grievance Procedure, however, the method of implementation of any layoff shall be subject to seniority, layoff and Grievance Procedure.

ARTICLE 25. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right 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, will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary period 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 bargaining unit work, in order to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five working days once notice is received.

ARTICLE 26. WORK STOPPAGES/STRIKE/LOCK OUT PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any unauthorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Bargaining unit members in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

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

This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Strikes and Lockouts

The Union agrees that during the life of this Agreement, neither the Union, its agents and/or its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts.

Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, or strike, may be disciplined or discharged at the sole discretion of management.

ARTICLE 27. EMPLOYER RIGHTS

Except as explicitly limited, but, as specifically provided for in this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the City.

The City shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, and utilization of technology, the organizational structure, the selection, direction, and number of personnel.

In addition, the City specifically reserves the exclusive right in accordance with its judgment to: reprimand or otherwise discipline employees for cause; hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; maintain the efficiency of employees; close down buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any job, department, operations or service; subcontract any work done by the employees consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and

operations of buildings, deviations, and departments thereof, the assignment of work, size and composition of the work force; make or change rules, policies or introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and established terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement.

The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rules or regulations that would interfere with recognized right of management to carry out the foregoing provisions.

The City hereby agrees to meet and confer on matters relating to wages, hours and other terms and conditions of employment as required by 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 City and shall be governed by the laws of the State of California, and by the City rules, regulations, directives and orders, issued by properly designated officials.

The Union also recognizes the City's right and obligation to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the City, insofar as such rules, regulations, directives and orders do not conflict with the expressed terms of this Agreement.

RESERVATION OF MANAGEMENT RIGHTS

The enumeration of the rights and duties of the City 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 City.

ARTICLE 28. PREVAILING RIGHTS

To the extent that they are not express or 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 bargaining unit members within the Unit shall remain in effect and be operative during the term of the 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 29. 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 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 meetings 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 MOA.

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 30. ZIPPER CLAUSE

This MOU sets 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 bargaining 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 31. RETIREMENT

The City shall provide Classic California Public Employees' Retirement System (CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The City shall provide employees who are New CalPERS members² who are covered by this MOA, the 2% at 62-retirement plan of CalPERS.

ARTICLE 32. 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 employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and at one-half 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

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

². New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

Bargaining unit members may convert up to 80 hours of accrued vacation time to cash provided the Unit member has in excess of 400 hours of accrued unused vacation time, 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 33. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Service shall be filled by the method prescribed in Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. 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 34. TOOL ALLOWANCE

Upon completion of the bargaining unit member's requisite probationary period, the City agrees to provide an annual tool allowance of \$500, to all classifications required to purchase and maintain their own tools.

ARTICLE 35. BILINGUAL PAY

- A) The City agrees to pay \$40.00 bi-weekly (\$80.00 per month) to bargaining unit member 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 \$70 bi-weekly (\$140.00 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 \$70.00 bi-weekly if they can

demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 36. EDUCATIONAL REIMBURSEMENT

The City shall reimburse bargaining unit member for tuition and books up to a maximum of \$2,500 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 37. CERTIFICATION/LICENSES

The City shall pay the cost for any special license or certificate required for the performance of job duties. The City shall also provide release time where necessary for employees to take tests and/or training required to retain such special license or certificate.

- A. The City Manager may authorize two-and-a-half percent (2.5%) additional premium compensation to an employee who possesses a specialized license or certification which is not required by their job classification if the City requests that the license/certification be used by the employee to complete a temporary project or assignment. The two-and-a-half percent (2.5%) additional compensation shall be paid from the first day of the special assignment/project until the last day that the employee performs the duties of the special assignment/project.
- B. Alternatively, the City Manager may authorize two-and a-half percent (2.5%) additional premium compensation to an employee who possesses a specialized license or certification which is not required by their job classification if the employee is requested to use the license or certification on a regular basis.
- C. Employees may qualify to receive compensation under both subparagraphs (A) and (B) simultaneously.
- D. In order for the employee to qualify for the additional compensation, the department director must make a formal written request to the City Manager outlining the specific certification or license needed, the work project or task to be completed and the approximate length of time it will take to complete the project.
- E. In the event of an emergency situation declared by the department director, where the work cannot be delayed, the City Manager or designee may provide a temporary

written authorization, signed or acknowledged in writing, by both the department director and employee for the work to be performed and the additional compensation.

- F. This Article does not apply when the City requests to utilize an employee's certification that is needed by the City to continue functioning, when the employee is not assigned additional work. In these instances, the City shall meet and confer with the Union regarding premium pay for such usage.

ARTICLE 38. DURATION

This Agreement shall be in full force and effect, commencing July 1, 2019, and concluding on June 30th, 2022. 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 39. 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 40. SAFETY BOOT/SHOE REIMBURSEMENT

Permanent bargaining unit members required to wear safety footwear as part of their uniform shall receive up to \$250.00 a year for safety boots upon the presentation of a receipt to the Unit member's supervisor. For those employees who are required to wear

athletic footwear as part of their uniforms, reimbursement for approved footwear of up to \$250.00 annually per employee will be provided upon the presentation of a receipt, to the Unit member's supervisor.

ARTICLE 41. 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 member shall be responsible for promptly reporting to his/her supervisor any observed unsafe practice or condition. City management shall advise the unit member of the action or correction that will be taken.

The City will provide annual training to the unit members regarding the handling and disposal of items, including potentially biohazardous items, located at various areas of the City and training for members regarding appropriate interaction with members of the public.

The City will provide unit members with Rain Jackets and Pants ("Rain Gear"). The City will meet and consult with the Union regarding the type of rain gear to be provided. Unit members will be required to execute a form acknowledging receipt of the Rain Gear and Pants as well as acknowledgment and agreement to be responsible for loss or damage beyond standard wear and tear.

ARTICLE 42. NEW EMPLOYEE ORIENTATIONS

"New Employee Orientation" means the onboarding process of a group of newly hired public employees, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matter.

During each calendar month, the City shall inform the Union if any employees have been hired into the bargaining unit during that respective month. If any employee(s) have been hired, the City shall provide Union access to any new employee orientations that may be held. The Union shall receive not less than ten (10) calendar days' notice in advance of a monthly orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was

no reasonably foreseeable. The notice shall be sent via email to the Worksite Organizer (WSO) and to membership@seiu721.org.

The City will provide Union representatives up to thirty (30) minutes exclusive time (without management representatives present) with any new bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership and provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

Release time shall be granted for stewards to participate in the new employee orientations.

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 _____ 2021.

FOR THE CITY:

FOR THE UNION:

Ronerick Simpson
Ronerick Simpson, ~~II~~, City Manager

Jason Adkin
Jason Adkin, President

Triphenia Simmons 3/7/22
Triphenia Simmons, Assistant City
Manager

Thomas Walker
Thomas Walker, Vice President

for Eric J. Perrodin III 3/7/22
Eric J. Perrodin, City Attorney

David Sanders 2/18/22
David Sanders, SEIU Regional Director

SIDELETTER OF AGREEMENT
BETWEEN THE CITY OF COMPTON
AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 MAINTENANCE AND TRADES
UNIT

WHEREAS the City of Compton ("City") and the Service Employees International Union (SEIU), Local 721 Maintenance and Trades Unit, are currently negotiating a Memorandum of Agreement for the term of July 1, 2019 to June 30, 2022 ("2019-2022 MOA");

WHEREAS, the term of this Sideletter is from July 1, 2019 to June 30, 2022 exclusively;

WHEREAS, Article 19 (Compensation) states the following in pertinent part:

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 o, 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%.

WHEREAS the undersigned Parties are authorized representatives of the City and (SEIU) Maintenance and Trades Unit;

THEREFORE, the Parties acknowledge and agree to the following:

1. Upon full execution of the 2019-2022 MOA, the City agrees to the following:

For the term of the 2019-2022 MOU, the trigger for parity referenced in Section C of Article 19 shall be a percentage pay amount greater than 0%.

2. Agreement is not considered "fully executed" unless approved by the City Council.

Date: 6/24/21

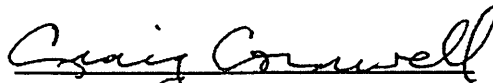
Date: 6/25/21

By:

By:



Leslie Simon
SEIU 721



Craig Cornwell
City of Compton