

**CITY OF INGLEWOOD**  
**Human Resources Department**



**MEMORANDUM OF UNDERSTANDING**

**FOR**

**GENERAL NON-MANAGEMENT BI-WEEKLY EMPLOYEES**

**REPRESENTED BY SEIU LOCAL 721**

**OCTOBER 1, 2010 through SEPTEMBER 30, 2012**

Except for the Employee Work Furlough Program, which continues through the Pay  
Period Ending December 21, 2012

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## **ARTICLE ONE--EMPLOYEE – EMPLOYER RIGHTS**

### **SECTION I – PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU" or "Agreement," interchangeably) is made and entered into by and between the City of Inglewood, a Municipal Corporation, (hereinafter referred to as "City") and Local 721, Service Employees International Union (SEIU), (hereinafter referred to as "Union") pursuant to Government Code Section 3500 as Amended, et seq.

### **SECTION II – EMPLOYEE - EMPLOYER RELATIONS RESOLUTION**

The Employee-Employer Relations Resolution which governs the City's Employee Relations program as permitted per Government Code Section 3500, as Amended, et seq., is set forth in **APPENDIX ONE** of this MOU.

### **SECTION III – RECOGNITION CLAUSE**

The City recognizes Local 721, SEIU, as the recognized representative organization for all full-time and permanent part-time general classifications set forth in Appendix Two of this Agreement. The recognition rights of the representative designated herein shall not be subject to challenge until during a thirty (30) calendar day period running between one hundred and eighty (180) to one hundred and fifty (150) calendar days before expiration of this MOU and subject to any final court orders.

### **SECTION IV – EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

#### **A. Newly Hired Employees**

Within sixty (60) calendar days from the effective date of this MOU, the City shall provide the Union with a list of the names, addresses, and classifications of all employees in the unit represented by the Union. The City shall provide the Union with the name, address, and classification of any new employee thereafter within thirty (30) calendar days of hire.

#### **B. Dues and Benefit Deductions Programs**

The City shall deduct dues and benefits program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Union who voluntarily authorize the deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Union and the City. The City shall remit such funds to the Union within thirty (30) days following the deductions.

#### **C. List of Employees Deleted from Dues and Benefit Programs Deductions**

The City agrees to provide the Union with a list, on a monthly basis, of the names and addresses of any employees holding classifications and positions recognized to be represented by the Union who are deleted from the monthly dues and/or benefit program premium deductions and the reason therefore, if known by the City.

#### **D. Indemnification**

The Union agrees to hold the City harmless and indemnify the City against any claims, causes of action, or law suits arising out of the deductions or transmittal of such funds to the Union, except the

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intentional failure of the City to transmit monies deducted from employees pursuant to this Article to the Union.

### **E. Equality of Representation**

#### 1. Non-Interference by City

- a. The City will not interfere with, or discriminate in any way against, any employees by reason of their membership or activity required by this MOU.
- b. The City will neither encourage nor discourage membership in the Union.

#### 2. Union Representative Responsibilities

The recognized representative employee union assumes its responsibility as designated representative into represent all employees without discrimination, interference, restraint, or coercion.

#### 3. Non-Discrimination Provision

- a. The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with the Employer/Employee Relations Resolution and Government Code Sections 3500 to 3511.
- b. The City and the Union agree that they shall not discriminate against any employee because of race, color, sex, age, handicap, national origin, political or religious opinions or affiliations. The City and the Union shall reopen any provisions of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.
- c. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

### **F. Union Office Space**

The City shall provide office space for the Union. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon consultation and proper notification to the Union.

### **G. Union Meetings – Board of Stewards**

The Union Board of Stewards shall have a total of seven hundred and eighty (780) work-time hours per fiscal year available for representational needs, not to include the meet and confer sessions, under the following conditions.

### **H. Board Member Hours – 60 Hours per Board Member**

1. Each member of the Board of Stewards of the Union will receive sixty hours (60) per member per fiscal year. The number of members on the Board of Stewards shall not exceed thirteen members.

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Effective May 1, 2009, the union's President's release time shall increase from sixty (60) hours to eighty (80) hours per fiscal year.

### 2. Board Member List

A current list of board members, including names, classifications, and the designated department or division they represent, shall be submitted to the Human Resources Director as soon as reasonably possible.

### 3. Non-Transferable Time

One member's time is not transferable to another.

### 4. Work Time-Off Documentation

Representational work time off will be documented by the board member and submitted through the department head to the HR Director and be debited to the Union. If a general employee board member needs additional time, a special request can be made by the Union to the HR Director for extension and the intended use of such extension.

### 5. Notification Time Procedure

Notification of the use of such time will be given thirty (30) working days in advance for other representational needs. The HR Director will grant exceptions for emergency situations.

### 6. City Staffing Needs

In the event two or more representatives are elected from the same Division, the Division's operational and staffing needs shall be considered before more than one (1) representative is assigned to any matter away from the worksite. Under no circumstance shall the Division's staffing be compromised or impeded by the assignment of representatives pursuant to Section G of this Article One.

## I. Agency Shop

1. All permanent part-time and full-time bargaining unit employees who chose not to become members of the Union, shall be required to pay to the Union a representation service fee that represents each such employee's proportionate share of the Union's cost of meeting and conferring and administering the MOU beginning ninety (90) days after a majority vote of all bargaining unit members in support of this provision. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by unit employees.
2. The vote shall be taken by secret ballot election in which all permanent part-time and full-time employees may vote. The vote shall be taken by the State Conciliation Services or any other entity or individuals(s) agreed to by the Union and the City.
3. A unit 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 claimed to represent the employee's additional pro rata share of expenditures by the Union that is in aid of activities or causes of a partisan political or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily

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

4. Prior to a unit employee having any obligation to pay a representation service fee hereunder, the Union must have given sufficient financial information to such unit employees to allow them to gauge the propriety of the Union's representation service fee. This information must be updated by the Union and provided to unit employees and the City at least annually. The financial information must itemize and adequately describe all categories of expenses, and the information must be verified as complete and accurate by a qualified independent auditor. The information must cover local expenditures as well as uses made by county, state, national and international organizations with which the local Union is directly or indirectly affiliated and to whom the local 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 unit 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 by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available by the Union to non-Union member unit employees and the City.
6. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of representation service fee, shall instruct the City in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor charitable organization selected by such employee, or, in the absence of such selection, as agreed upon the Union and the City.
7. When an authorized agent of the City is served with written notice by a concerned unit employee or employees, or by the Union, that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights with respect to (a) representation service fee expenditures or obligations by the Union, or (b) employee exemption pursuant to paragraph 4 of this section above, the City 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 employee or employees and the Union. The City shall not be obligated to take any other or further action pending final resolution of the dispute.
8. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding settlement agreement between the employee(s) and the Union, or non-appeal able final judgment of an administrative agency 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 where such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the City shall be entitled to payment of its attorney fees and costs by the Union.

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9. The Union agrees to indemnify and defend the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Section.
10. This Article shall not be included in the MOU, and shall not be binding in any manner, unless a majority of unit employees vote in favor of its inclusion in a secret ballot election conducted by the State Conciliation Service or other agreed upon party.

### **J. Political Contributions**

The City agrees to allow bargaining unit members to make voluntary political donations to the SEIU, Local 721 Political Action Committee through payroll deduction. Employees wishing to participate shall notify the City, in writing, indicating the amount to be deducted for said purpose and the duration during which deductions will be made.

## **SECTION V – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **A. Management Rights**

The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this agreement or by law, shall include but not be limited to the following rights.

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence or nonexistence of facts which are the basis of the Management decision?
3. To determine the necessity and organization of any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine types of equipment or technology to be used.
6. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign work by which the City operations are to be conducted.
7. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
8. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.
9. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

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10. To establish and modify productivity and performance programs and standards.
11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
12. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees in accordance with this MOU and applicable resolutions and codes of the City.
13. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU and applicable resolutions and codes of the City.
14. To determine policies, procedures, and standards for selection, training, and promotion of employees in accordance with this MOU and applicable resolutions and codes of the City.
15. To establish reasonable employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith.
16. To maintain order and efficiency in its facilities and operations.
17. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with this MOU.
18. To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this MOU.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

### **B. Authority of Third Party Neutral**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this section.

### **C. Impact of Management Rights**

Where required by law the City agrees prior to implementation to meet and confer with the Union over the impact of the exercise of a management right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Union members is provided for in this MOU, Civil Service Rules and Regulations, or departmental rules and regulations.

### **D. Americans with Disabilities Act Provision**

In recognition of the parties' joint responsibility under the ADA, it is agreed that the City shall be permitted to implement reasonable accommodations and take such other actions necessary to comply with the Act.

**SECTION VI – NO STRIKE PROVISIONS**

**A. Prohibited Conduct**

The Union, its officers, agents, representatives, and/or unit members agree that during the term of this agreement they will not call, cause, engage in or condone any strike, walkout, work stoppage, slowdown, sickout, blue flu, or honor any other job action by any other employees of the City or any other employers by withholding or refusing to perform services; nor shall the City lock out employees in the absence of the aforesaid prohibited activities.

**B. Employee Termination**

Any employee who participates in any conduct prohibited in Subsection A, above shall be subject to discharge or other disciplinary action by the City, regardless of whether the Union carries out in good faith its responsibilities set forth below.

**C. Union Responsibilities**

1. In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Subsection A, Prohibited Conduct, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Subsection A, Prohibited Conduct, and return to work.
2. If the Union performs all of the responsibilities in good faith set forth in Subsection A, Prohibited Conduct, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this agreement in violation of Subsection A, Prohibited Conduct.

**ARTICLE TWO - GRIEVANCE PROCEDURE**

**SECTION I – GRIEVANCE PROCEDURE**

**A. Definition of Grievance**

Grievance shall be defined as a dispute between an employee, group of employees, the Union on behalf of an individual employee or group of employees, and the City, regarding the application or interpretation of specific expressed provisions of this MOU, Civil Service Rules and Regulations, and/or departmental rules and regulations.

**B. Sole and Exclusive Grievance Procedure**

1. The following Grievance Procedure shall be the sole and exclusive procedure for all full-time probationary and permanent status employees covered by this agreement.
2. This Grievance Procedure shall be the sole and exclusive procedure for permanent part-time employees regarding provisions of this MOU that specifically apply to such employees.

**C. Full-Time Probationary Employees**

Full-time probationary employees may file a grievance under this procedure but shall not have the right to file grievances processed under this procedure involving termination, discharge, demotion, suspension without pay, or performance ratings. Probationary employees may be discharged, demoted, or suspended without pay in accordance with Civil Service Rules and Regulations.

**D. Time Limits for Filing Grievance(s)**

Time limits for filing written formal grievances herewith shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and bar to further processing of the grievance.

**E. Representation in Presentation of Grievance**

The grieving party may request the assistance of another person of his/her own choosing in preparing and presenting the grievance at any level of review, or may be represented by his/her recognized employee organization, or may represent himself.

**F. Conferring About Grievance**

The employee and his/her representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, in conferring about and presenting a grievance.

**G. Effect of Election of Grievance Procedure for Resolution of Individual Grievance**

Where grieving party has elected to utilize the grievance procedures set forth herein, the grieving party shall be foreclosed from utilizing any other procedure (such as the Civil Service Board of Review) within the City for resolution of a complaint based upon the same facts as the grievance.

**SECTION II – GRIEVANCE PROCEDURE STEPS**

**A. STEP ONE - Informal Process**

1. The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance at that level. The grievant has the obligation to present the grievance to his/her immediate supervisor within ten (10) business days following the day when the event upon which the grievance is based occurred, or when the grievant should have reasonably known of the grievance. If the grievant fails to present the grievance within (10) ten business days, the grievance shall be waived.
2. Business days, for the purpose of the Grievance Procedure, shall mean Monday through Friday, including recognized City holidays.

**B. STEP TWO - Formal Process/Department Head**

1. If the grievance is not settled at Step One, the grievant may serve written notice of the grievance, on a form provided by the City, upon his/her department head. Failure of the grievant to serve such written notice within ten (10) business days following presentation of the grievance to his/her immediate supervisor shall constitute a waiver of the grievance.
2. If the written grievance is served, the department head or designee shall meet with the grievant and shall render a decision and comments in writing to the grievant and his/her representative within ten (10) business days following receipt of the grievance.

**C. STEP THREE - Advisory Arbitration – Only for Discharges, Demotions or Suspensions**

1. If the grievance is not resolved in Step Two, or if no answer has been received within the time limits established in Step Two, the grievant must within seven (7) business days present the grievance in writing to the Human Resources Director for processing. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
2. The scope of advisory arbitration of grievances shall be limited to discharges, demotions, or suspensions without pay. All other grievances shall bypass Step Three of the grievance procedures and advance to Step Four. A grievant who chooses advisory arbitration shall be deemed to have made a choice for arbitration and shall be deemed to have waived his/her rights of appeal under the Civil Service Board of Review.
3. The Human Resources Director will process the grievance by invoking the advisory arbitration process with said impartial arbitrator being jointly selected by both parties within the shortest possible time, not to exceed ten (10) business days from the date the grievant submitted the written grievance to the Human Resources Director for processing in Step Three, unless external constraints prohibit compliance, where upon the earliest date available shall apply.
4. An Arbitrator shall be selected from a list of nine (9) arbitrators from the American Arbitration Association within five (5) business days after receipt of said list by both parties. If a mutual agreement cannot be reached at a meeting of the two parties as to selection of an arbitrator, then each party shall strike off a name from the list on an alternating basis until one name remains, which person shall become the arbitrator. The party to have the first opportunity to strike a name from the list of nine arbitrators shall be determined by lot. The priority of striking names shall

## ARTICLE TWO

alternate from one party to the other each time advisory Arbitration is invoked by the same parties. The appointment of an arbitrator shall be on a case-by-case basis.

5. The arbitrator shall adhere to the rules of evidence so far as is practicable in the conduct of an administrative proceeding. The arbitrator shall not hear witnesses or take evidence out of the presence of the other party. The arbitrator shall be bound by the express terms and conditions of the MOU, as well as the Civil Service Rules and Regulations, and departmental rules and regulations in determining the validity of the discharge, demotion, or suspension without pay, shall not have the authority to recommend any additions or subtractions from the MOU or any provisions of the Civil Service Rules and Regulations, or departmental rules, regulations, and procedures. Moreover, the arbitrator shall be limited to ascertaining whether or not the individual grievant was discharged, demoted, or suspended without pay in violation of this MOU, Civil Service Rules and Regulations, or departmental rules and regulations. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not question or entertain any grievance in which employees have not adhered to such time limits.
6. Employees called, as witnesses shall be scheduled to be released from duty to testify at the hearings. So that arrangements can be made for employees to be released from duty without causing interference with the normal operations and efficiency of the department, the grievant must submit a list of witnesses, the estimated time that their testimonies will take, and the hearing date to the Human Resources Director with a copy to the department head five (5) days prior to the scheduled arbitration date.
7. The findings of fact and the recommendations of the arbitrator shall be transmitted to the involved parties and the City Manager (Administrative Officer).
8. The arbitrator's fee and any mutually agreed upon expenses shall be borne one-half by the grieving employee and one-half by the City. Calling of witnesses by either party shall be done with a reasonable amount of restraint.

### **D. STEP FOUR - Final Process/ City Manager (Administrative Officer)**

If the grievance is submitted to the City Manager (Administrative Officer) for review and settlement, the City Manager (Administrative Officer), in non-arbitral cases, may elect the methods he considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen (15) business days. For all cases involving advisory arbitration recommendations, the City Manager (Administrative Officer) shall review the entire matter within ten (10) business days after receipt of arbitrator's recommendations and render his/her decision. The decision of the City Manager (Administrative Officer) shall be final.

**ARTICLE THREE - SALARIES AND COMPENSATION**

**SECTION I – SALARIES FOR GENERAL BI-WEEKLY EMPLOYEES**

**A. Salary Adjustment Criteria**

1. Internal classification relationships
2. Total compensation analysis
3. Labor market conditions
4. Financial condition of the City
5. Cost of living analysis

**B. Salary Schedule**

The salary schedule for unit employees is set forth in the Salary Ordinance

**SECTION II – EMPLOYEE WORK FURLOUGH PROGRAM**

**A. Effective Date**

1. Effective December 24, 2010, the Employee Work Furlough Program is implemented for all unit employees.
2. The Employee Work Furlough Program shall be implemented for each unit employee who shall have a total of 208 hours deducted from their pay beginning on that pay period for twelve (12) consecutive months (26 pay periods).
3. Then an additional 208 hours shall be deducted from their pay covering the next twelve (12) consecutive months (26 pay periods). The specifics of the Employee Work Furlough Program are set forth in the Appendix “Three” of this agreement.

**B. Other Non-Sworn Safety Employee**

It is understood that all other non-sworn safety employee units (IEO, IMEO, and IPCMA) shall participate in the same Employee Work Furlough Program consisting of 208 hours, reduced from their pay through a period of twelve (12) consecutive months (26 pay periods). Then an additional 208 hours shall be deducted from their pay covering the next twelve (12) consecutive months (26 pay periods).

**C. Elected Officials Participation**

It is understood that the City Elected Officials agree to have their pay reduced by 10% monthly during the same period of time the Employee Work Furlough Program is in effect for SEIU unit employees. Failure to pay by any City Elected Officials the monthly ten percent (10%) deduction back to the City shall cause the furlough program to be suspended until the payment has been received by the City and shall not extend the furlough program.

**D. No Cash Out Of Vacation Leave Time**

During the term of the Employee Work Furlough Program , no unit employee may cash out any vacation leave benefits except upon termination of employment from the City or for documented emergencies as set forth in Appendix “Four” of this agreement.

**SECTION III – PAY PLAN**

**A. Anniversary/Hire Date**

Anniversary date is defined as the date on which the employee was hired in his/her current classification. Hire date is defined as the date on which the employee was first hired as a full-time employee with the City.

**B. Base Salary**

Base salary is defined as the salary range assigned to any classification exclusive of retention incentive, deferred compensation, and any bonus or assignment differentials.

**C. Probationary Period**

1. All initial and promotional appointments for full-time positions in the classified service shall subject to a one-year probationary period.
2. Promotional appointees may be granted permanent status before the one year probationary period expires if the appointing authority objectively determines that the appointee has sufficiently met all the standards and requirements of the higher promoted position.
3. The appointing authority should review the issue of permanent status quarterly as part of the performance evaluation for the promotional appointees.

**D. Step Increases**

Newly hired or promoted employees shall receive a five percent (5%) salary increase at the beginning of the payroll period in which the employee's years of service anniversary date for their current classification falls, in the time period specified.

<b>STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Time Period	One Year	One Year	One Year	One Year	One Year	One Year	One Year	One Year
Step Increase	5%	5%	5%	5%	5%	5%	5%	5%

**E. Special Step Increases**

The City Council may, in order to adjust obvious inequities or to recognize unusually meritorious service, grant special step increases within an employee's salary schedule. Detailed reasons for such special step increases, and the respective dates thereof, must appear in the minutes of the City Council.

**SECTION IV – SUPPLEMENTAL COMPENSATION****A. Bilingual Interpretation Assignment**

An employee who is responsible for bilingual interpretation and performs this duty on a regular basis and whose use of this language is of significant benefit to the operations of the department as determined by the department head shall receive bonus pay according to the following rules:

1. To be eligible for bilingual assignment bonus an employee must pass a language proficiency test which is related to the duties and responsibilities of the employee's position and be designated for such assignment by the employee's department head. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
2. Effective January 4, 2002, the City shall pay each designated employee forty dollars (\$40) per pay period for the duration of the assignment.

**B. Night Shift Differential Assignment**

The City shall pay a night shift differential of five percent per pay period for the following employees:

1. All full-time general bi-weekly employees for all hours worked during a daily work schedule, which includes at least three (3) hours between 5 p.m. and 7 a.m.
2. Unit employees assigned to Street Sweeping Operations shall be paid for all hours worked during a daily work schedule, which includes two (2) hours prior to 7 a.m.

**C. Retention Incentive Plan**

The City provides the following retention incentive plan for all eligible full-time general bi-weekly employees:

1. Three percent (3%) additional compensation per pay period above base salary at the completion of ten (10) years of full-time service with the City.
2. Three percent (3%) additional compensation per pay period above base salary at the completion of fifteen (15) years of full-time service with the City.
3. Three percent (3%) additional compensation per pay period above base salary at the completion of twenty (20) years of full-time service with the City.
4. Employees hired after July 1, 1977 shall not be eligible for retention incentive bonus.
5. The above-mentioned retention incentive program is not used to compute sick leave, vacation pay, or deferred compensation computation, which is received by employees when eligible upon termination and/or retirement with the City. It shall not be used for calculating salary increase upon promotion or for maintaining a five percent differential of supervisor pay rate.

**D. Retirement**

1. The City provides retirement coverage through the California Public Employees' Retirement System (PERS).

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2. The City's contribution is established by the Public Employees' Retirement System and varies.
3. The employee's contribution is eight (8%) percent of the total required contribution to the System. The contribution rate for the employee is governed by State legislation.
4. Effective July 1, 2006, the City shall pay eight (8%) percent of the employee's PERS contribution to PERS on account of benefits payable under that Retirement System to each employee with two or more years of full-time City service. The City shall pay two (2) and four-fifths (4/5) percent (2.80%) of the employee's contribution for each employee with less than two (2) years of full-time service.
5. The City provides the following additional retirement benefits:
  - a. One-year highest compensation as specified in Government Code Section 20042.
  - b. Military service credit as specified in Government Code Section 21024.
  - c. Pre-Retirement Optional Settlement 2 Death Benefit as specified in Government Code Section 21548.
6. For all unit employees hired before the date of adoption by the City Council of the new agreement.
  - a. The City shall provide the 3% @ 60 Formula in accordance with Government Code, Section 21354.3.
  - b. All unit employees (not promoted employees or employees re-hired from a City layoff re-employment list) hired on or after December 14, 2010, shall receive the 2.5% @ 55 PERS formula in accordance with Government Code Section 20475.
  - c. Effective November, 2010, the City provided a one-time Early Retirement Two (2) Year Incentive per Government Code Section 29903.

### **E. Obnoxious Pay**

The City shall pay unit members seventeen dollars (\$17) obnoxious bonus per pay-period to the following unit classifications:

Custodial Service Worker, Equipment Service Worker, Heavy Equipment Mechanic, Lead Equipment Mechanic, Painter, Lead Painter, Tree Trimmer, Senior Tree Trimmer, Lead Tree Trimmer, Facilities Repair Worker, Lead Facilities Repair Worker, Park Service Worker, Park Maintenance Worker, Lead Park Maintenance Worker, Lead Street Repair Worker, Lead Utilities Repair Worker, Public Works Service Worker, Street Sweeper Operator, and Hazardous Waste Specialist.

### **F. Supervisory Differential**

1. All employees covered by this agreement promoted to, or serving in, a higher job classification, and who are required to directly supervise employees of a lower job classification shall, for the purpose of this provision, be referred to as "supervisors."

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2. All supervisors shall receive a rate of pay, which is five percent per pay period above the base salary (exclusive of retention incentive or any other bonus or assignment differential) of any employee of a lower job classification whom they supervise, excluding temporary, part-time, or Y-rated employees.
3. Employees who are appointed to "acting" status shall not be eligible for supervisory differential compensation during the time they are serving in an acting appointment.

### **G. Crew Assignment Differential**

Unit employees who for one or more days are assigned to and do supervise a crew of three (3) or more individuals who are temporarily working for the City under such specially funded or unfunded programs as Federal or State personnel programs or court referrals, and whose regular job duties do not normally include directing the work of others, shall be paid five percent (5%) for the period they are performing such supervisory duties.

### **H. Emergency Dispatch Personnel**

Unit employees who are assigned to provide formal instruction to City employees in the performance of their job duties to dispatch City personnel to emergencies shall receive an additional three percent (3%) of base pay for each pay period in which at least two (2) days of the pay period had been spent providing such training.

**ARTICLE FOUR – PERMANENT PART-TIME EMPLOYEES**

**A. Definition of Permanent Part-Time Employees**

Permanent part-time employees shall be defined as those employees who work more than twenty (20) hours per week, but less than forty (40) hours per week for forty-eight (48) weeks per year, after having worked 2080 hours.

**B. Step Increases – Permanent Part-Time Employees**

1. Permanent part-time employees shall be hired at salary step 1;
2. Advanced to step 2 after completing 1040 hours of work;
3. Advanced to step 3 after completing an additional 2080 hours of work;
4. Advanced to step 4 after completing an additional 2080 hours of work;
5. Advanced to step 5 after completing an additional 2080 hours of work;
6. Advanced to step 6 after completing an additional 2080 hours of work;
7. Advanced to step 7 after completing an additional 2080 hours of work.
8. Department heads may, with the approval of the Human Resources Director, grant a special step increase within a permanent part-time employee's salary range in order to adjust obvious inequities or to recognize unusually meritorious service. Detailed justification for such special step or merit increase must be submitted to the Human Resources Director for final approval.

**C. Overtime – Permanent Part-Time Employees**

Permanent part-time employees are eligible for payment of overtime only when they work more than forty (40) hours in their workweek. A workweek is a fixed and regularly recurring period of time consisting of seven (7) consecutive 24-hour days.

**D. Benefits – Permanent Part-Time Employees**

Upon appointment to permanent part-time status, employees will be eligible for the following benefits per anniversary year as long as they maintain the hours worked per calendar year as set forth in the definition of permanent part-time employee in Section "A" above.

1. Holiday Time – Permanent Part-Time Employees
  - a. Permanent part-time employees will receive an annual total of fifty-six (56) hours for the following holidays: MLK Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day.
  - b. The permanent part-time employee shall receive overtime pay for all hours actually worked on the seven (7) designated holidays up to the number of hours of their pay for regularly assigned shift, and shall receive straight time for all hours thereafter actually worked.

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- c. In addition, permanent part-time employees who work on the seven (7) designated holidays shall receive straight time pay for the number of hours the employee is regularly assigned to work.

2. Vacation Days – Permanent Part-Time Employees

- a. Permanent part-time employees will receive a total of forty-eight (48) hours vacation time per year. Payment of unused vacation time upon termination or retirement or death shall not exceed forty-eight (48) total hours.
- b. Effective June 1, 2006, the annual vacation accrual rate for permanent part-time employees will be as follows:

<u>Service Time</u>	<u>Vacation Accrual</u>
Up to 59 months	Less than five (5) years of service shall receive 48 hours per year
60 months to 119 months	At five (5) years of service shall receive 64 hours per year
120 months to 179 months	At ten (10) years of service shall receive 80 hours per year
180 months and after	At fifteen (15) years of service shall receive 96 hours per year

3. Sick Leave – Permanent Part-Time Employees

Permanent part-time employees will receive a total of forty-eight (48) hours sick leave per year.

4. Retirement, Death or Termination – Permanent Part-Time Employees

Permanent part-time employees shall not be eligible for payment of accrued sick leave upon retirement, death or termination.

5. Medical – Permanent Part-Time Employees

- a. The City has contracted with the Wells Fargo Insurance Services Multiple Choice Medical program to make available to permanent part-time employees the medical benefits available under the program.
- b. The permanent part-time employee who elects not to obtain medical coverage for him or herself shall be required to complete necessary written certification that he/she waives medical coverage from City plan, in order to select in this Section E below.
- c. Enrollment shall occur as provided in program requirements.

**E. Medical Insurance Waiver – Permanent Part-Time Employees**

Effective May 1, 2009, the City shall provide all permanent part-time employees who elect to waive their medical coverage in lieu of participating in one of the City’s sponsored group benefit plans a one hundred dollars (\$100) per month Medical Waiver.

**F. Work Schedule - Permanent Part-Time Employees**

Permanent part-time employees work on a schedule beneficial to both the employee and the employer. The permanent part-time program, by definition, can be abolished and replaced with full-time positions as determined by the administration. Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.

**G. Parking – Permanent Part-Time Employees**

The City will provide free parking to permanent part-time employees. The City will determine assignment and location.

**H. Bereavement Leave - Permanent Part-Time Employees**

1. Effective May 16, 2006, permanent part-time employees may have up to three (3) days of bereavement leave (AAP) with pay not to exceed eight (8) hours per day when death occurs in their immediate family.
2. Immediate family shall mean the employee's spouse, the spouse's and employee's children, foster children, step children, parents or foster parents, step-parents, grandparents, siblings, legal guardian and conservator, and all degree of relatives not listed but living in the household of the employee.
3. Only sixteen (16) hours of sick leave may be used for bereavement travel time per occurrence, and not more than thirty-two (32) working hours of sick leave may be used for this purpose in any one fiscal year.

**I. Bilingual Interpretation Assignment - Permanent Part-Time Employees**

A qualified permanent part-time employee who is responsible for bilingual interpretation and performs this duty on a regular basis and whose use of this language is of significant benefit to the operations of the department as determined by the department head shall receive bonus pay according to the following rules:

1. To be eligible for bilingual assignment bonus an employee must pass a language proficiency test certified by the Human Resources Department which is related to the duties and responsibilities of the employee's position and be designated for such assignment by the employee's department head. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
2. The City shall pay each designated permanent part-time and part-time employee five percent (5%) above their base pay for the duration of the assignment.

**J. Uniforms – Permanent Part-Time Employees**

1. The City shall provide an initial three hundred seventy-five dollar (\$375) uniform allowance to all permanent part-time non-sworn employees in the Police Department and Code Enforcement Officers who are required to wear uniforms in the performance of their duties.

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2. In addition, the City will provide uniforms allowance of two hundred ninety-three dollars (\$293) for all permanent part-time employees required to wear uniforms.
3. Uniform allowance is payable once annually during the last period in each fiscal year.

**ARTICLE FIVE – FRINGE BENEFITS**

**SECTION I – FRINGE BENEFITS ADMINISTRATION PROVISION**

**A. Administration**

The City reserves the right to select, change, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future during the term of this MOU.

**B. Selection and Funding**

In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier or other method providing coverage to fund the benefits provided in Section II during the term of this MOU.

**C. Changes**

The City shall consult with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits provided in Section II during the term of this MOU. No changes in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any employee covered by this Agreement.

**SECTION II – FRINGE BENEFITS**

**A. Medical Insurance Plan**

1. The City has contracted with the Wells Fargo Insurances Services Medical program to make available to active unit employees and eligible retirees the medical benefits available under the program.
2. An active full time unit employee who elects not to obtain coverage for him or herself shall be required to complete necessary written certification that he/she has medical coverage under another medical plan.
3. Enrollment shall occur as provided in program requirements.
4. Unit Employees and Retirees Hired Before December 14, 2010
  - a. Unit employees and retirees hired before December 14, 2010, shall be “grandfathered” into the medical plan of their current enrollment, regardless of which plan is chosen.
  - b. Those individuals “grandfathered” in a plan who experience a qualifying event for a change in insurance coverage (e.g., marriage, birth, adoption, etc.) are allowed to retain their current medical plan with no additional out-of-pocket cost.
5. Unit Employees Hired Before December 14, 2010
  - a. Unit employees hired before December 14, 2010 shall receive a maximum City contribution of the Kaiser HMO Employee plus Family Plan rate, which is non-refundable.

## ARTICLE FIVE

- b. All unit employees and retirees, including new employees, may purchase a plan with a total cost higher than the Kaiser HMO Employee Plus Family (except for the Aetna 90/60 plan) during the annual open enrollment period (e.g., pay the difference between the Kaiser family plan and the higher-costing plan).
  - c. At no time shall unit employee(s) be able to enroll in the Aetna 90/60 plan after January 1, 2009.
6. Unit Employees and Retirees Hired After December 14, 2010
- a. All unit employees (not promoted employees or employees rehired from a City layoff re-employment list) hired on or after December 14, 2010, shall pay five percent (5%) of the monthly medical premiums and the City shall pay ninety-five percent (95%) of the total monthly medical insurance premiums for eligible unit employee based on their enrollment eligibility up to the Kaiser medical plan family rate (based on the number of dependents enrolled, if any).
  - b. All unit employees hired on or after December 14, 2010, who chose to participate in another City medical plan, will pay the entire difference in the monthly premium costs, which are higher than the Kaiser (HMO Employee Plus Family) medical plan.

### **B. Medical Insurance Plan Wavier**

1. Effective May 1, 2009, the City shall provide all active full-time employees who elect to waive medical coverage in lieu of participating in one of the City's sponsored group benefit plans a two hundred dollars (\$200) per month Medical Waiver.
2. Employees who waive medical insurance after paying the first month's premium of selected plan shall be eligible to re-enroll in a City offered plan during open enrollment and/or following a qualifying event under the guidelines of Section II A.5.

### **C. Dental Insurance Plan**

1. The City shall provide a dental plan for employees and their dependents. All increases in cost shall be borne by the City during the term of this MOU.
2. The plan has a deductible of twenty-five dollars (\$25) per person per year (maximum one hundred dollars [\$100] per family annually) on charges other than examination, cleaning, and x-rays.
3. Examination, cleaning once every six (6) months, and one full-mouth x-ray series annually are covered at eighty (80%) percent.
4. Fillings, extractions, root canals, and certain other routine items are covered at eighty (80%) percent.
5. Prosthetic work is covered at fifty percent (50%).
6. The City agrees to provide orthodontics coverage at one hundred percent (100%) up to two thousand dollars (\$2,000) per eligible dependent with no deductible.

**D. Optical Insurance Plan**

1. The City shall provide a vision care plan for employees and their dependents.
2. All increases in cost shall be borne by the City during the term of this MOU.

**E. Life Insurance Plan**

The City shall pay the premiums for the following policies for each employee:

1. A \$5,000 whole life policy, which is effective after one (1) year of uninterrupted service.
2. A term life policy equal to the employee's annual salary rounded off to the nearest five hundred dollars (\$500) and not to exceed \$50,000.

**F. Retirement Benefits - Payable on Retirement, Termination, or Death**

1. Life Insurance - Retiree
  - a. Retiring employees, or those employees who terminate, may elect to convert group life coverage to individual coverage.
  - b. Such conversion is subject to acceptance by the carrier.
  - c. Necessary arrangements must be made with the City and the insurance company before the effective termination date.
  - d. Cost of life insurance continuance upon retirement will be borne by the employee.

2. Vacation Leave – Accumulated - Retiree

The City will pay for all duly accumulated unused vacation leave to employees who terminate their employment with the City at the employee's base hourly rate, exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential.

3. Sick Leave – Accumulated - Retiree

- a. At retirement, termination after ten (10) years of service, or death, fifty percent (50%) of duly accumulated unused, uncompensated sick leave will be paid off at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
- b. Employees who are discharged for cause from City service shall not be eligible for this benefit.

4. Medical Insurance - Retiree

The City shall provide employees who retire from City service with the opportunity to participate in the City's then approved group medical insurance plans as then in effect, provided that they have duly selected to continue said City insurance coverage past retirement, and provided the insurance carrier accepts the retiring employee for coverage.

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5. Medical Insurance Benefit Option for Retiring Employees: All Existing Employees Hired Prior to December 14, 2010.
  - a. Effective July 2, 1990, the City agrees to pay on behalf of employees who terminate City employment through retirement on or after July 2, 1990 and who then have served at least twenty (20) consecutive years as a City employee, twenty five percent (25%) of the required monthly premium for employee only coverage under the City's then approved medical insurance plan as then in effect in which the qualifying retiring employee has been enrolled prior to retirement; provided such employee duly selected to continue said insurance coverage past retirement, and provided the said insurance carrier accepts the retiring employee for coverage.
  - b. Effective January 1, 2002 the City shall pay one hundred percent (100%) of the premiums for an employee and one dependent, if the employee retires after October 7, 2001, and elects to trade in 1,000 hours of accumulated sick and/or vacation leave time.
  - c. With respect to retirees who shall be required under the applicable medical plan to pay for coverage under Medicare, the City will reimburse such retiree for the premium for such mandatory Medicare coverage, against written verification of payment, up to a maximum amount equal to the premium contributions provided for under subparagraph a., of this paragraph 5 without taking into account any reduction in such medical premiums occasioned by the Medicare coverage.
  - d. Employees hired into the City's full time service after July 1, 1990, shall not be eligible to receive the benefits provided for under this paragraph 5.
  - e. The City shall pay one hundred percent (100%) of the premium for an employee and one dependent, if the employee has twenty-five (25) years of service, and elects to trade in eight hundred (800) hours of accrued sick and vacation time.
  - f. Effective June 20, 2000, the City agrees to pay on behalf of employees who terminate City employment through retirement on or after June 20, 2000, and who then have served at least fifteen (15) consecutive years as a City employee, fifty percent (50%) and for employees who have served twenty-five (25) consecutive years as a City employee, one hundred percent (100%) of the required monthly premium for employee only coverage under the City's then approved medical insurance plan as then in effect in which the qualifying retiring employee has been enrolled prior to retirement; provided such employee duly selected to continue said insurance coverage past retirement, and provided the said insurance carrier accepts the retiring employee for coverage.
  - g. The City shall pay seventy-five percent (75%) of the premium for employee only, with twenty (20) consecutive years of City service.
6. Medical Insurance Benefit Option for Retiring Employees - All Unit Employees (not promoted employees or employees rehired from a City layoff re-employment list) hired on or after December 14, 2010.
  - a. All unit employees hired on or after December 14, 2010, may only earn the Retired Medical Benefit Plan with the City per the current MOU requirement of the entire employee program and medical insurance paying up to the Kaiser employee only rate:

**ARTICLE FIVE**

<b>Per MOU, Exchange Sick/Vacation Leave Hours for Retiree Medical Plan</b>	<b>Years of Service</b>	<b>City's Monthly Contribution for Retired Employees hired on or after December 14, 2010.</b>
N/A	1 to 5 years 12 months to 60 months	No City contribution, but employee may participate
Exchange 500 SL/VAC Hours	5 to 10 years 61 months to 120 months	30% of Kaiser employee only rate
Exchange 600 SL/VAC Hours	10 to 15 years 121 months to 180 months	60% of Kaiser employee only rate
Exchange 700 SL/VAC Hours	15 to 20 years 181 months to 240 months	80% of Kaiser employee only rate
Exchange 800 SL/VAC Hours	20+ years 241 months or more	100% of Kaiser employee only rate

- b. Continued mandatory Medicare enrollment at age 65.
- c. Employee may pay difference to enroll in any plan up to the 80/60 PPO, and for spouse or family coverage.

**G. Long Term Disability**

1. Effective January 1, 2002 the City will contribute up to thirty dollars (\$30) per month toward the premium of any employee who elects to participate in a long term disability plan with a level of benefits not exceeding that of the current plan administered by the Union.
2. The City shall not be required to pay an additional premium to said plan other than the amount of payment set forth above.
3. The Union shall notify the City on a monthly basis of those employees participating in or withdrawing from the Union LTD plan.

**H. Library Privilege**

Employees who are non-residents of Inglewood may be allowed the privilege of using the library services without charge.

**I. Parking**

1. The City will provide free parking for all full-time employees covered by this Agreement.
2. The City will determine assignment and location.

**J. Uniforms**

1. Recreation Uniforms—The City will purchase an original set of uniforms for employees in the Recreation Division according to City policy from the Administrator's office.

2. Uniforms for Specific Positions

- a. The City will provide an annual three hundred and seventy-five dollars (\$375) uniform allowance to 1) all full-time and permanent part-time non-sworn employees in the Police Department who are required to wear uniforms in the performance of their job duties 2) Code Enforcement Officers, Lead Storm Water Investigators, and Storm Water Investigators who are required to wear uniforms in the performance of their job duties.
- b. Effective July 1, 2000, the City will provide an initial three hundred and seventy-five dollars (\$375) uniform allowance to all full-time and permanent part-time non-sworn employees in the Police Department and Code Enforcement Officers who are required to wear uniforms in the performance of job duties.

3. Replacement Uniform Allowance – Non-Sworn Police Employees – Required To Wear Uniforms

- a. In addition, the City will provide a uniform replacement allowance of three hundred and thirty dollars (\$330) for all full-time Police Non-Sworn employees required to wear uniforms.
- b. Uniform allowance is payable once annually during the last pay period in each fiscal year.

4. Field Personnel Uniforms

- a. The City will provide a uniform for field personnel in the Parks Division, Engineering Department, Recreation and Community Services Department and Public Services Department who are required to wear uniforms. The uniform will include pants, shirts, two jackets and one hat.
- b. Pants and shirts will be provided and laundered by the City.
- c. One (1) uniform jacket will be replaced on an "as-needed" basis as determined by the City during the life of the agreement.

**K. Replacing or Repairing Property of Employees**

1. Policy and Procedures

- a. City shall provide for the payment of the costs of replacing or repairing property The or prostheses of an employee (which are eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee) when any such items are lost or damaged in the line of duty without fault or neglect of the employee.
- b. If the items are damaged beyond repair, the actual value of such items will be paid within the specifications of this policy.
- c. Proof of ownership of such items must be shown in writing or by other reasonable evidence by the employee to the City, and the loss or damage to the items occurring while in the line of assigned duty must be verified by the employee's immediate supervisor.

2. Reimbursement Schedule

- a. The reimbursement of items damaged within time noted (from the date of original purchase) shall be as follows:

<u>Time Period</u>	<u>Percent of Reimbursement</u>
0-18 months	75% of present list price
18-36 months	60% of present list price
36-48 months	50% of present list price
48 months or more	25% of present list price

- b. The maximum reimbursement for lost or damaged watches shall not exceed one hundred dollars (\$100).

**L. Safety Shoes**

The City will provide safety boots/shoes subject to the following provisions:

1. Eligibility

Eligibility for safety boots/shoes shall be limited to those who are subject to safety hazards requiring protective footwear, as determined by the City Employee Health Manager.

2. Approval

Decisions as to the employee's eligibility and number of pairs of footwear needed shall initially be determined by the division head, subject to the approval of the City Employee Health Manager.

3. Replacement on "As-Needed" Basis

Safety footwear will be replaced on an "as-needed" basis, as determined by the division head, with final approval by the City Employee Health Manager.

4. Return of Shoes

When the City replaces an employee's safety footwear, the pair being replaced must be returned to the City.

5. Resoled/Re-heeled Shoes

Any pair of safety footwear that can be resoled and/or re-heeled without decreasing overall function of such footwear will be repaired at City's expense. During the period of time when the shoes are being repaired, the employee shall wear safety foot guards, as provided by the City.

6. Replacement with another Pair of Shoes

If the safety footwear is in such condition that it would impair or impede the wear-ability to the employee, the City will replace shoes with another pair. Should the resoling or re-heeling of the shoes take longer than five working days, the City will replace shoes with another pair.

7. Limitation on Style

The City will limit the styles (Red Wing or approved equal quality) of safety footwear it provides to appropriate functional and utilitarian styles as determined by division heads with the approval of the City's Employee Health Manager.

8. Preference of Style

Should an employee for personal preference wish to purchase a more costly style of footwear from other than the approved vendor, the employee will pay the difference between the City's cost of the footwear and cost of the footwear selected by the employee, provided that the new style and quality is approved by the City Employee Health & Safety Manager.

**M. Educational Reimbursement**

1. The City will reimburse full-time permanent employees who attend public or private institutions for academic credit up to a maximum of four hundred dollars (\$400) per employee per fiscal year.
2. Payable expenses shall be tuition and books.
3. The subject matter of the courses must be related directly to the functions of the City or be a required course for a degree and contribute to the performance of that employee in his/her present City position, a possible promotional position, or transfer.
4. Each request for reimbursement must be approved in advance by the department head. Reimbursement shall be contingent upon successful completion of the course.

**N. Voluntary Deferred Compensation Plan**

The City provides a voluntary deferred compensation plan as per standards approved for all full-time employees who elect to participate.

**ARTICLE SIX– LEAVE TIME BENEFITS**

**A. Vacation Leave**

1. Vacation leave is accumulated yearly and is computed on the basis of the employee's hire date as a full-time employee, and is payable at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
2. Annual vacation, which is not used in any one (1) year, may be accumulated for use in succeeding years.
3. Employees who must change their vacation date due to department request shall not be subject to loss of vacation if they should have more accumulated vacation than allowed upon reaching their hire date anniversary.
4. If a legal City holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.
5. The City agrees to pay for all accumulated vacation leave to employees who terminate.
6. In cases where there are disputes in employee vacation requests, due consideration shall be given to seniority of service of the parties involved.
7. Vacation Hours
  - a. Vacation hours accumulated in excess of two hundred and forty (240) hours are redeemable at base salary for up to a maximum of eighty (80) hours once in any twelve (12) month period.
  - b. The cash out of accumulated vacation leave shall be suspended during the term of this MOU except upon termination of employment or for documented emergencies as set forth in the Emergency Vacation Cash–Out Policy, set forth in this agreement as Appendix Four.
  - c. The vacation accumulation schedule is as follows:

<b>Years of Service</b>	<b>Vacation Hours Earned</b>	<b>Hourly Rate Per Pay Period</b>	<b>Vacation Hours Available for Use</b>
1	80	3.077	0
2	96	3.692	80
3	112	4.308	96
4	128	4.923	112
5	128	4.923	128
6	128	4.923	128
7	128	4.923	128
8	128	4.923	128
9	144	5.538	128
10	144	5.538	144
11	144	5.538	144
12	144	5.538	144
13	144	5.538	144
14	144	5.538	144
15	160	6.154	144
16	160	6.154	160

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<b>Years of Service</b>	<b>Vacation Hours Earned</b>	<b>Hourly Rate Per Pay Period</b>	<b>Vacation Hours Available for Use</b>
17	176	6.769	160
18	176	6.769	176
19	176	6.769	176

d. The vacation accumulation schedule for employees hired after July 1, 1996, is as follows:

<b>Years of Service</b>	<b>Vacation Hours Earned</b>	<b>Hourly Rate Per Pay Period</b>	<b>Vacation Hours Available for Use</b>
1	80	3.077	0
2	80	3.077	80
3	96	3.692	80
4	96	3.692	96
5	96	3.692	96
6	112	4.308	96
7	112	4.308	112
8	112	4.308	112
9	128	4.308	112
10	128	4.923	128
11	128	4.923	128
12	136	5.231	128
13	136	5.231	136
14	136	5.231	136
15	144	5.538	136
16	144	5.538	144
17	144	5.538	144
18	144	5.538	144
19	144	5.538	144
20	160	6.154	144

**B. Sick Leave**

1. Sick Leave accrual rate shall be nine (9) hours per month for each unit employee.
2. At retirement, death, or termination after ten (10) years of service, fifty percent (50%) of accumulated sick leave is payable at the employee's base rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differentials). Employees who are discharged for cause from City service shall not be eligible for this benefit.
3. Employees who are incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to work from sick leave.

**C. Holidays**

1. Holidays Recognized

All full-time probationary or permanent status employees are eligible for the following thirteen (13) holidays:

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- a. New Year's Day
- b. Martin Luther King Jr. Day (3<sup>rd</sup> Monday in January)
- c. Washington's Birthday (3<sup>rd</sup> Monday in February)
- d. Cesar Chavez Day (March 31<sup>st</sup>)
- e. Memorial Day (last Monday in May)
- f. Independence Day
- g. Labor Day (1<sup>st</sup> Monday in September)
- h. Veteran's Day (November 11<sup>th</sup>)
- i. Thanksgiving Day
- j. Day After Thanksgiving Day
- k. Christmas Eve Day
- l. Christmas Day
- m. New Year's Eve Day

### 2. Holiday Hours

Holidays falling on Monday through Thursday shall be paid at nine (9) hours and holidays falling on Friday shall be paid at eight (8) hours.

### 3. Floating Holiday

- a. The City provides one (1) floating holiday per each calendar year to all full-time unit employees.
- b. This floating holiday must be utilized on or before December 31<sup>st</sup> of each calendar year or it will be eliminated.

### 4. Friday Holiday

Friday is a holiday when regular holiday falls on Saturday.

### 5. Monday Holiday

Monday is a holiday when regular holiday falls on Sunday.

### 6. Two (2) Consecutive Holidays Policy

- a. In instances of two (2) consecutive holidays where the first day of the regular holiday is Friday and the second day of the regular holiday is Saturday, employees shall receive holiday time off on either the preceding Thursday or the following Monday.
- b. In instances of two (2) consecutive holidays where the first day of the regular holiday is Sunday and the second day of the regular holiday is Monday, employees shall receive holiday time off on either the preceding Friday or the following Tuesday.
- c. In instances of two (2) consecutive holidays falling on Saturday and Sunday, half of the employees shall observe the holiday on the preceding Friday and half of the employees shall observe the holiday on the following Tuesday. Employees shall observe Monday as a holiday.
- d. In cases where there are disputes in employee holiday requests with regard to the above stated policy, due consideration shall be given to the seniority of service of the parties involved.

- e. This policy shall not be applicable to Thanksgiving holidays.
- f. Overtime shall be paid for work on holidays in accordance with Article Eight of this Agreement.

**D. Bereavement Leave**

- 1. All full-time General Bi-Weekly employees may have up to twenty-seven (27) hours; three (3) days of bereavement leave pay when death occurs in their immediate family.
- 2. Immediate family shall mean the employee's spouse; the spouse's and employee's children, foster children, step children, parents or foster parents, step-parents, grandparents, siblings; legal guardian and conservator, and all degree of relatives not listed but living in the household of the employee.
- 3. Only eighteen (18) working hours of sick leave may be used for bereavement travel time per occurrence, and not more than thirty-six (36) hours of sick leave may be used for this purpose in any one fiscal year.

**E. Maternity Leave**

- 1. A pregnant employee may work as long as she is able to perform the duties assigned to her classification. The employee will be required to submit a report from her personal physician stating:
  - a. How long she may continue to perform her assigned duties without risk of injury to herself, others, or the unborn child.
  - b. When she may return to work after the termination of her pregnancy.
- 2. The City will grant a six (6) month maternity leave of absence during which time the City will continue its portion of medical, health, dental, and life insurance premiums for the employee.
- 3. The employee has the option (immediately before or after) to use her accumulated sick leave in conjunction with her maternity leave of absence.

**F. Jury Duty**

- 1. Full pay for jury duty will be limited to ten (10) calendar days in any one calendar year. The employee must give the City any fees received as a juror, excluding mileage fees, in exchange for their regular paycheck.
- 2. This time may be extended should a formal request be submitted to the Human Resources Director by the Jury Commissioner.

**G. Personal Leave Day**

- 1. Subject to the provisions described as follows, one (1) personal leave day shall be credited to each unit member's account effective January 1st of each year or such later date during the year that the unit member is first employed by the City.

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2. No personal leave shall be converted to cash.
3. If the personal leave described herein is not utilized on or before December 31<sup>st</sup> of each year then it shall be eliminated from each employee's personal leave account and there shall be no substitute of any other benefit in lieu thereof.
4. Eligibility to accrue and/or utilize the personal leave described herein is contingent upon the unit member being employed by the City on the date that the leave is accrued and/or utilized.
5. Utilization of this personal leave shall be subject to all use and approval rules, regulations and restrictions, which apply to use of vacation time.
6. Compensated time off by use of personal leave shall be in the number of hours equal to the employee's scheduled daily hours of work on the date that the personal leave is used.
7. Payroll shall credit this personal leave day in an account separate and distinct from "other leaves" and the employee's payroll check shall show this separate accounting.

### **H. Family and Medical Care Leave Policy**

1. To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations, which are not specifically set forth below, are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA")(Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
2. An employee is eligible for leave if he/she has been employed for at least twelve (12) months and has worked at least 1250 hours during the twelve (12) month period immediately preceding the commencement of leave.
3. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period measured forward from the date an employee's leave first begins. An employee's entitlement to leave for birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.
4. If an employee requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave. If an employee requests leave for his/her own serious health condition, in addition to exhausting other accrued leaves, the employee shall also concurrently exhaust sick leave.

ARTICLE SEVEN – WORKING CONDITIONS

SECTION I – ACTING APPOINTMENT COMPENSATION

**A. Definition**

An acting status employee is a probationary or permanent status City employee who is appointed to perform the responsibilities of a vacated or newly-created full-time position of a higher level than that currently held by the employee. A vacated position shall mean one from which the incumbent employee has been given extended leave of one (1) pay period or more, or has terminated.

**B. Policies and Procedures**

1. Authority for Appointments

The appointing authority for acting appointments will be the City Manager (Administrative Officer) or his/her designate.

2. Types of Appointments

Acting appointments may be made only to fulfill the responsibilities of the vacated position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as the incumbent has returned to duty.

3. Extension of Appointments

Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager (Administrative Officer).

4. Limitation on Appointments

Acting appointments may not be made in excess of authorized strength or budgeted funds without approval of the City Council.

5. Appointment/Assignment Pay

Upon assignment of acting duty status an employee will begin to earn a salary which is equal to Step A of the salary assigned to the acting position, but shall at all times receive at least five percent (5%) above the salary of the employee's permanent position.

6. Benefit Accrual

While working in an acting capacity, employees will continue to accrue and have recorded general, special, or normal salary step increases in the employee's permanent position. However, such salary increases will be paid only to maintain a minimum of five percent (5%) differential above the salary to which an employee is entitled in his/her permanent position.

7. Appointments While Maintaining Current Responsibilities

Employees who are appointed to a higher level position on an acting basis, while also fulfilling the responsibilities of their permanent position, will at all times earn a salary which is at least ten percent (10%) more than the salary to which they are entitled in their permanent position.

**C. Ineligibility for Supervisory Differential**

Employees who are appointed to acting status shall not be eligible for supervisory differential compensation during the time they are serving in an acting appointment.

**SECTION II – LAYOFF AND REEMPLOYMENT POLICIES**

**A. Layoff Procedures**

The City Council or City Manager (Administrative Officer) may separate any employee or class of positions without prejudice because of financial or economic conditions of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two weeks advance notice of separation and the reason therefore. However, no permanent full-time employee shall be separated from a department while emergency, seasonal, probationary, part-time, or temporary employees are employed and serving in the same positions in the department. The conditions of layoff shall be as follows.

1. Order of Separation

The principal criterion used in determining the order of separation and bumping rights shall be seniority (time worked within a class within the City), provided the employee presently possesses the skills, ability, and qualifications to perform the job. Furthermore, seniority shall govern unless the following criteria show that ability, merit, and record of the employees considered for layoff are not equal.

- a. Last four performance evaluations ratings
- b. History of written disciplinary actions
- c. Attendance record—tardiness and unexcused absences
- d. In the event the less senior employee in the position in the class to be laid off has superior skills, ability, qualifications, merit, and record, as determined in the above manner, then the more senior employee shall be laid off.
- e. The City shall have the burden of establishing the above criteria.

2. Bumping Rights

- a. Seniority within the City, for bumping or layoff purposes, is determined by time worked within a classification in the City. If you were hired as a Special Enforcement Officer (SEO) in 1985 and promoted to Senior SEO in 1990, you will have five years seniority as an SEO and approximately nine years seniority as a Senior SEO as of 1999. Your total City seniority would be 14 years. If you are laid off or voluntarily demoted from the position of Senior SEO, you

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would bump back to a SEO position with nine years of seniority, which is less seniority than an SEO hired in 1989.

- b. Within the classification area of Human Resources, there is the concept of Series Classifications. Under this concept an employer recognizes the increasing levels of responsibility, complexity, and skill associated with various classes of work within a classification series.
- c. Examples of class series within the City's Classification Plan are:
  - 1) Tree Trimmer
  - 2) Public Safety Dispatcher
  - 3) Library Clerk
  - 4) Senior Tree Trimmer
  - 5) Senior Public Safety Dispatcher
  - 6) Senior Library Clerk
  - 7) Lead Tree Trimmer
  - 8) Public Safety Dispatcher Supervisor
  - 9) Tree Maintenance Supervisor
- d. In instances where employees began their career at the entry-level classification within a class series and subsequently promoted within the series, that seniority accrued at the higher classification will be combined with that at the lower classification so that they would retain seniority over employees hired into the lower classification after them. Employees with greater overall seniority within the class series are not eligible to bump into positions/classifications that they have never occupied. If an employee transfers or promotes to a budgeted position outside the class series and subsequently returns to a classification/position within the series, service outside would not be counted toward seniority within the class series.

### 3. Offer of Reassignment

An employee's appointment shall not be terminated as a result of a layoff before he has been made reasonable offer of reassignment, if such offer is immediately possible. This provision shall not apply to employees who are laid off for thirty calendar days or less.

### 4. Laid Off Employees on Re-employment Register

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff/re-employment list according to date separated, and shall be eligible for re-employment. The last employee laid off shall be the first employee on the list, with other employees listed in sequential order thereafter. Each employee on a layoff/re-employment list shall remain on that list for one year, at which time the list expires unless extended by the City Manager (Administrative Officer). The City Manager (Administrative Officer) can extend the active period of re-employment lists or individual employees' eligibility on such lists for a six-month period as he determines to be in the best interest of the City.

5. Appointment of Laid-Off Employees to Lower Class

The City Manager (Administrative Officer) may approve the appointment of an employee who is to be laid off to an existing vacancy in a lower class for which he is qualified without requiring an examination, provided the appropriate appointing authority so appoints.

**B. Transfer Job Elimination Policy**

The intent of this policy is to avoid use of the layoff procedure by providing for voluntary transfer(s) prior to layoffs. Any employee in a classification in which a position has been designated for elimination may request a transfer to a vacant position for which he is qualified. Such transfer shall be subject to approval by the City Manager (Administrative Officer). In cases where the transfer was necessitated by said proposed job elimination, the service time in the position to which the employee has transferred shall be credited to service time in the position from which the employee transferred. The salary step and range assigned to the transferred employee shall be in accordance with the City's Civil Service Rules and Regulations and the compensation plan.

**C. Job Elimination**

Any full-time general bi-weekly employee with less than ten (10) years of service and satisfactory or above performance rating whose job is eliminated and employment terminated shall receive base compensation for one (1) pay period and thirty-three percent (33%) of unused sick leave as severance pay, and two weeks' notice.

**D. No Layoff Clause Provision**

1. General Fund Must Be Structurally Balanced

The City would agree to a No Layoff Clause of any bargaining unit employee should the FY 2010-2011 or FY 2011-2012 General Fund be structurally balanced and does not require any financial adjustments.

2. If General Fund Deficit Is More Than \$2 Million

However, should the City's financial records indicate that the General Fund Budget for FY 2010-2011 or FY 2011-2012 be running a deficit of more than \$2 million dollars, the City would reserve the right to eliminate bargaining unit positions which may lead to unit employees being laid off from their city positions.

3. Notification to SEIU

The City will agree to notify SEIU in writing sixty (60) calendar days in advance if the City's financial records as set forth above demonstrate that the General Fund is running a deficit of more than \$2 million dollars and that the abolishment of city positions may be necessary to close the General Fund deficit.

4. Fire Station #172 Closure

It is understood if the Fire Station #172 is closed during FY 2010-11, the threshold shall increase to \$3 million dollars as set forth in B & C above in this provision.

**SECTION III – PERSONNEL POLICIES**

**A. Inspection of Personnel Files**

1. The City shall, at reasonable times and upon the request of an employee, permit that employee to inspect personnel files which are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, disciplinary action or termination.
2. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense. It shall not apply to letters of reference.

**B. Representation**

Employees shall be entitled to have a Union representative present, upon request, at any and all meetings or interrogations in accordance with Government Code Section 3500.

**C. Seniority**

Seniority for unit members shall be the first criteria considered when assigning shift assignments, overtime, and vacation scheduling among members who share a single job classification within a department/division. Seniority shall be based solely on time spent in service in the unit by classification.

**SECTION IV – UNIFORM REQUIREMENTS AND RESTRICTIONS**

**A. Classes That Require Uniforms**

The City Manager (Administrative Officer) will establish and review the type of uniform dress and/or employee classifications that require uniforms.

**B. Required To Wear Uniforms**

1. Employees must wear uniform pants and shirt while on duty unless permission to do otherwise has been received from the immediate supervisor.
2. The following uniform requirements shall be observed at all times:
  - a. Shirts must remain tucked in.
  - b. T-shirts are not permissible as an outer garment.
  - c. Nametags and logos shall not be removed.

**C. Jackets and Hats**

1. Jackets and hats are optional dress, but if worn, they must be of the type purchased by the City.
2. Jackets and hats shall remain clean and unadorned.

**D. Violation of Dress Requirements**

1. Employees who are on duty and do not comply with requirements in this section may be subject to disciplinary action.
2. On the first occurrence the employee will be given an oral warning; on the second, a written reprimand; and on the third, one day suspension without pay.
3. Further occurrences will result in additional progressive discipline.

**SECTION V – EMPLOYMENT OF RELATIVES**

**A. Purpose**

In order to minimize problems relating to supervision, morale, safety and security, it is necessary to regulate the employment of relatives by the City. Therefore, applicants will not be hired and employees will not be placed into positions if the result would be that:

1. One (1) person would be supervised by or be in the chain of command of a relative;
2. One (1) person would participate in making, or advising on, employment decisions concerning a relative;
3. One person would be employed in the same department or division as a relative and, if for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest or other hazards greater for relatives than for non-relatives;

**B. Before Effective Date of Policy**

Employees who are working for the City prior to the effective date of this Policy under circumstances which would violate the provisions of paragraph A., 1, 2 and 3 above, will not have their employment circumstances modified on account of this policy provided these circumstances do not, in the judgment of the City, create a problem of supervision, morale, safety or security. Should one of these employees become separated from employment by the City and later reapply, he/she will not be eligible for rehire in circumstances which would create a violation of paragraph a., 1, 2 and 3 of this Policy.

**C. After Effective Date of Policy**

Employees of the City who become relatives after the effective date of this policy and work in circumstances, which violate the provisions of paragraph A., 1, 2 and 3 above will be subject to this Regulation. In such circumstances, the City will make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security or morale.

**D. Applying Policy to Affected Employees**

If no reasonable effort will alleviate the problem of supervision, safety, security or morale, the City will determine whether, and under what circumstances, an employee may be permitted to remain in his/her current position. In applying this paragraph, the City will choose which of the employees will be affected, with primary consideration given to the operational needs of the City, including interests

of economy, efficiency and effectiveness, and giving consideration to the work history and seniority of the employees affected.

**E. Definition of Relatives for This Policy**

For purposes of this policy "relatives" includes: spouse; a spousal-type relationship which has, however, not been legally certified; parent (including foster, step, in-law); sibling (including foster, step, adoptive, and in-law); children (including adoptive, foster, or step); grandparent or grandchild; aunt or uncle; niece or nephew; and any other relative living in the same household as the employee.

**F. Employees Responsible For Notification of Relatives in Workplace**

Employees are responsible for advising their immediate supervisor if they are related or become related to another employee or City Council member.

**SECTION VI – CONTRACT SERVICES**

The City agrees to notify the Union within thirty (30) calendar days prior to any decision to contract out bargaining unit work, or its intent, and to schedule a meet and confer regarding the impact.

**SECTION VII – JOINT LABOR / MANAGEMENT COMMITTEE**

**A. Purpose**

The City and the Union agree to establish a Joint Labor and Management Committee that shall meet at mutually agreeable intervals, but not less than quarterly. The objective of the Committee shall be to constructively consider issues of mutual interest to the parties.

**B. Committee Compositions**

The City and the Union shall each appoint four (4) representatives so serve on the Committee. Others interested parties may attend the Committee meeting by mutual agreement of the parties.

**C. Release Time**

Unit employee serving on the Committee as representatives of the Union shall be entitled to up to two (2) hours of straight time pay for attendance at Committee meetings.

**D. Hours Not Counted For Overtime Eligibility**

Time spent in Committee meetings shall not be considered hours worked for overtime purposes. Meetings shall be scheduled so as not to interfere with City operations.

**SECTION VIII – EFFICIENCY STUDY COMMITTEE**

A special Joint Management Efficiency Committee will be created to study and make recommendations on generally new revenue for City and reducing operation cost to the General Fund. The specific details of the committee are set forth in Appendix Five.

**SECTION IX – REPRIMANDS**

Reprimands (as defined in Civil Service Rule VII, Section 1(b), will be removed from an employee's personnel record after four (4) years as long as the employee has had no further disciplinary measures during this four year period. Notwithstanding the foregoing, such reprimands may be used for impeachment after the four (4) year period.

ARTICLE EIGHT – OVERTIME

SECTION I – WORK WEEK

The City shall offer to employees where feasible an alternate work schedule to include a 9/80 or 4/10.

**A. Work Week Definition**

Workweek is a fixed and regularly recurring period of time consisting of forty (40) hours in seven (7) consecutive days (e.g., seven consecutive 24-hour periods). Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.

**B. Work Week for Water Treatment Plant**

The workweek for employees assigned to shift work schedules in the Water Treatment Plant shall consist of eighty (80) hours in fourteen (14) consecutive days (fourteen consecutive 24-hour periods).

**C. City Rights**

1. The City has the right to establish, modify, or change working schedules and work weeks.
2. The City shall notify employees of any such changes or modifications within five (5) calendar days except in emergencies.

SECTION II – OVERTIME PROVISIONS

**A. Definition of Terms**

The following terms shall be understood to be defined as follows:

1. Employees - Shall mean all full-time employees covered by this MOU.
2. Work Week - A workweek is a fixed and regularly recurring period of time consisting of forty (40) hours in seven (7) consecutive days (e.g., seven consecutive 24-hour periods). The workweek for employees working in the Water Treatment Plant shall be a period of time consisting of fourteen (14) consecutive days (e.g., 14 consecutive 24-hour periods).
3. Hours Worked - Shall be considered, as the time the City requires an employee to work. Hours worked shall specifically exclude sick leave, standby time, call back time, and any leave benefit, which is granted without, pay.
4. Regular Hourly Rate of Pay - Shall be based on employee's assigned bi-weekly salary range adjusted for a forty (40) hour work week, depending on assignments, and shall not include retention incentive, deferred compensation, assignment bonuses, or assignment differentials.

**B. Overtime Provisions**

The following provisions shall be considered overtime and be compensated accordingly:

## ARTICLE EIGHT

### 1. Regular Overtime

- a. Overtime shall be paid at one and one-half (1½) times the employee's regular base hourly rate of pay for all hours worked in excess of forty (40) hours within the employee's assigned work week.
- b. Where the City requires job training on the employee's time or during the employee's regular work time, such time shall not be counted toward the computation of overtime. Assigned job training to maintain job standards, either on the employee's time or during the employee's regular work time, shall be compensated at the employee's regular base straight-time hourly rate of pay.
- c. This provision shall not apply to Water Treatment Plant Operators who are eligible for overtime only for all hours worked in excess of eighty (80) hours within any fourteen (14) consecutive 24-hour periods.

### 2. Call-Back Overtime

Full-time employees who are called back to duty after they have completed their normal work schedule and have left work or are on their day off shall receive overtime compensation for all hours worked during such assignment.

### 3. Holiday Overtime

Full-time employees shall receive overtime pay for all hours actually worked on the holiday. In addition, full-time employees who work on a holiday shall receive holiday pay, which consists of straight time pay for the number of hours the employee is regularly assigned to work.

### 4. Library Overtime

Effective December 14, 2010, Library employees who work on Sundays shall no longer receive overtime compensation at time and one-half for all hours worked on Sunday, except if they meet the regular overtime requirements as set forth in B1 above.

### 5. Overtime Accrual

Overtime of less than eighteen (18) minutes per day shall not be considered for overtime computations and shall be disregarded for payroll purposes. Overtime of at least eighteen (18) minutes per day, and not more than thirty (30) minutes per day, will be compensated as thirty (30) minutes (5/10 hour per day). Overtime work extending beyond thirty (30) minutes per day and consuming no more than one (1) hour per day will be compensated as one (1) hour per day. All overtime worked beyond one (1) hour per day will accrue in units of six (6) minutes (tenths of an hour).

### 6. Employee Work Furlough Program – Overtime/Comp. Time

Further provisions dealing with overtime and comp time are set forth in Appendix 3, Section H.1b.

7. Authority of City

Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work, except that the City should make reasonable efforts to secure volunteers to work overtime.

**SECTION III – COMPENSATORY TIME**

**A. Definition and Accrual**

1. Compensatory time is defined as time off in lieu of overtime pay which may be granted by the City upon request of the employee and with prior approval of the supervisor.
2. Employees covered by this agreement may accrue compensatory time in lieu of overtime pay at the rate of one and one-half.
3. The maximum accrual of total compensatory time may not exceed a total on record of forty (40) hours per fiscal year.
4. The unused compensatory time, not to exceed forty (40) hours, is payable at the employee's base hourly rate in effect for the employee at the date of accrual of such compensatory time.

**B. Approval for Taking Time Off**

An employee wishing to take compensatory time off must give reasonable notice to the City and obtain the prior approval of his/her supervisor.

**SECTION IV – STANDBY ASSIGNMENT AND COMPENSATION**

**A. Definition**

Standby is defined as the time when an employee is directed by an authorized supervisor to be available for work on an on-call basis during a specified off-duty period of time. An employee assigned to standby must be able to be reached at any time during the assignment by a designated telephone number.

**B. Rate of Pay**

1. An employee assigned to standby shall be paid at one and one half times ( $\frac{1}{2}$ ) the regular rate for the following periods of time:
  - a. Two (2) hours of pay for each sixteen (16) hours of weekday standby; and
  - b. Four (4) hours of pay for each twenty-four (24) hours of weekend and holiday standby.
2. An employee who is called back to work during an authorized standby assignment shall be entitled to receive the minimums described in this Paragraph B, if hours worked, including travel time up to one hour, equal an amount that is the same or less than B above.

## **ARTICLE EIGHT**

3. An employee who is called back to work during an authorized standby assignment and whose hours worked, including travel time of up to one hour, exceeds the minimums established in B above, the employee shall have the total hours reported and paid as call-back hours.
4. There shall be no pyramiding of standby and callback pay.

**ARTICLE NINE – GENERAL PROVISIONS**

**SECTION I – WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT**

Except as specifically provided for in this agreement or by mutual agreement in writing during the term of this Memorandum of Understanding, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this MOU, and any rights in that respect are hereby expressly waived during the term of this agreement.

**SECTION II – EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this MOU, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU.

**SECTION III – SEVERABILITY PROVISION**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

**SECTION IV – LAWS, RULES, REGULATIONS, AND AMENDMENTS**

**A. Sole and Entire Memorandum of Understanding**

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and MOU's, oral or written, expressed or implied, between the parties; and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted hereunder or otherwise. This MOU is not intended to cover any matters preempted by Federal or State Law or City Charter.

**B. Civil Service and Departmental Rules and Regulations**

It is understood and agreed that there exist within the City, in written form, Civil Service Rules and Regulations, and departmental rules, regulations, and procedures. Except as specifically modified by this MOU, these rules and regulations and any subsequent amendments thereto shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Civil Service Rules and Regulations and/or departmental rules, regulations, and procedures directly affecting wages, hours, and/or terms and conditions of employment are implemented, the City shall meet and confer with the Union regarding such changes in accordance with Government Code Section 3500 et seq. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Union as required by law, provided employee benefits are not diminished unless agreed to by the Union.

**SECTION V – IMPASSE PROVISIONS**

The impasse procedure to be utilized for resolving impasses between the City and the Union evolving from meet and confer sessions, or over the interpretation or the application of a currently existing MOU, or as

## **ARTICLE NINE**

relating to matters within the scope of representation and evolving from meet and confer sessions for a New MOU shall be the impasse procedure set forth in the City of Inglewood's Employer-Employee Relations Resolution, Article III, Sections 12 and 13.

### **SECTION VI – AMENDMENTS TO MEMORANDUM OF UNDERSTANDING**

The provisions of this MOU can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Union and adopted by the City Council of the City of Inglewood.

### **SECTION VII – TERM OF THIS AGREEMENT**

The term of this new Memorandum of Understanding shall be from October 1, 2010 thru September 30, 2012, except for the Employee Work Furlough Program which continues through the pay period ending December 21, 2012, and as further set forth in Appendix 3.

### **SECTION VIII – RATIFICATION AND EXECUTION**


The City and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of Inglewood. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Union and entered into this 14<sup>th</sup> day of December, 2010.

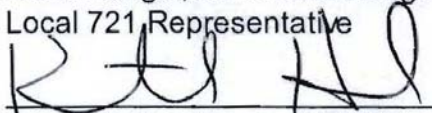
**PARTNERS TO AGREEMENT**


**SEIU LOCAL 721 GENERAL EMPLOYEES**

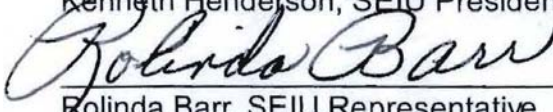
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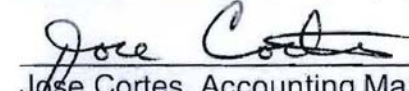
  
Rose Rangel, SEIU Chief Negotiator  
Local 721 Representative

  
John F. Hoffman, City's Chief Negotiator

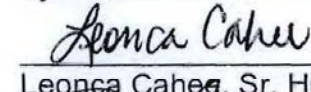
  
Kenneth Henderson, SEIU President

  
Michael D. Falkow, Deputy City Administrator

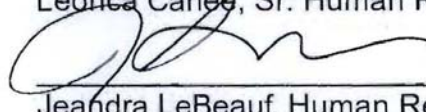
  
Rolinda Barr, SEIU Representative

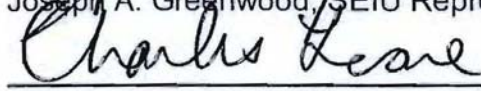
  
Jose Cortes, Accounting Manager

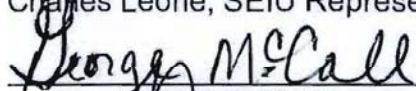
  
Robert Bethea, SEIU Representative

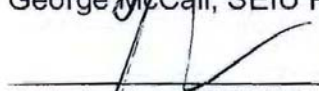
  
Leonca Cahoe, Sr. Human Resources Analyst

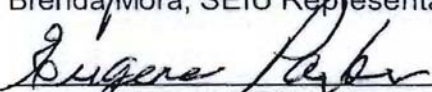
  
Joseph A. Greenwood, SEIU Representative

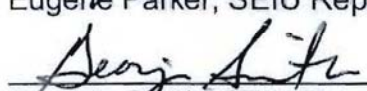
  
Jeandra LeBeauf, Human Resources Specialist

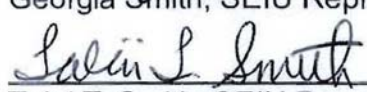
  
Charles Leone, SEIU Representative

  
George McCall, SEIU Representative

  
Brenda Mora, SEIU Representative

  
Eugene Parker, SEIU Representative

  
Georgia Smith, SEIU Representative

  
Talai T. Smith, SEIU Representative

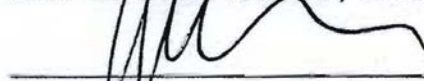
**EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21<sup>ST</sup> day of December \_\_\_\_\_, 2010.

**SEIU LOCAL 721 GENERAL EMPLOYEES**

**CITY OF INGLEWOOD, CALIFORNIA**

  
Kenneth Henderson, SEIU LOCAL 721 President

  
Mark F. Weinberg, City Administrator

**APPENDIX ONE – RESOLUTION # 7117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA ADOPTING  
RULES AND REGULATIONS GOVERNING EMPLOYER-EMPLOYEE RELATIONS**

**ARTICLE I – GENERAL PROVISIONS**

**SECTION 1 – THIS RESOLUTION**

This resolution shall be known as the employer-employee relations resolution of the City of Inglewood.

**SECTION 2 – STATEMENT OF PURPOSE**

This resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organization," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of the City Charter, ordinances, resolutions, and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations, and the City.

It is the purpose of this resolution to provide procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that relate to wages, hours, and other terms and conditions of employment for employees.

**SECTION 3 – DEFINITIONS**

As used in this resolution, the following terms shall have the meanings indicated:

**APPROPRIATE UNIT** shall mean a unit composed of employee classifications and positions, as determined.

**CITY** shall mean the City of Inglewood.

**CITY COUNCIL** shall mean the City Council of the City of Inglewood.

**CONFIDENTIAL EMPLOYEE** shall mean any employee who is privy to information leading to decisions of City management affecting employer-employee relations.

**CONSULT/CONSULTATION IN GOOD FAITH** means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions, and is distinguished from meeting and conferring in good faith, which involves an exchange of proposals and counter proposals in an endeavor to reach agreement.

**DAY** shall mean calendar day unless expressly stated otherwise.

**EMPLOYEE** shall mean any person employed by the City on a full-time basis, except elected officials.

**EMPLOYEE ORGANIZATION** shall mean any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their relations with the City.

## APPENDIX ONE

**EMPLOYEE RELATIONS OFFICER** shall mean the City Manager (Administrative Officer) or his/her duly authorized representative. The City Manager (Administrative Officer) is authorized to delegate these employee-relations duties and responsibilities to his/her duly authorized representative.

**EXECUTIVE EMPLOYEE** shall mean an employee having managerial responsibility for formulating or administering the implementation of City policies and programs. These executive employees include such positions as department heads and assistants to the City Manager (Administrative Officer).

**IMPASSE** shall mean that the representatives of the City and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding and concerning which they are required to meet and confer remain so substantial and/or prolonged that further meeting and conferring would be futile.

**MANAGEMENT EMPLOYEE** shall mean any employee having significant authority in the interest of the City to supervise, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees; or responsibly to direct them or to adjust their grievances or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**MEDIATION** shall mean the efforts of a third person or persons functioning as an intermediary to assist the parties in reaching a voluntary resolution of an impasse.

**PROFESSIONAL EMPLOYEE** shall mean an employee engaged in work (1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (2) involving the consistent exercise of discretion and judgment in its performance, and (3) of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

**PROOF OF EMPLOYEE APPROVAL** shall mean (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization using the payroll register for the period immediately prior to the date a petition is filed hereunder; except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization most recently signed by an employee. The words "recently signed" shall mean within 12 calendar months prior to the filing of a petition.

**RECOGNIZED EMPLOYEE ORGANIZATION** shall mean an employee organization, which has been formally acknowledged by the City as the exclusive employee organization that represents the employees in an appropriate representation unit pursuant to Article II hereof.

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

**ARTICLE II – REPRESENTATION PROCEEDINGS**

**SECTION 4 – FILING OF RECOGNITION PETITION BY EMPLOYEE ORGANIZATION**

An employee organization that seeks to be formally acknowledged as the recognized employee organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization
2. Names and titles of its officers
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the City.
5. A statement whether the employee organization is a chapter of or affiliated directly or indirectly in any manner with a local, regional, state, national, or international organization; and, if so, the name and address of such other organization(s).
6. Certified copies of the employee organization's constitution and by-laws.
7. A designation of those persons, not to exceed five in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, age, color, creed, sex, national origin, marital status, religion, or political beliefs.
9. The job classifications or titles of employees in the established appropriate unit and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that thirty percent (30%) of the employees in the proposed appropriate unit have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer unless the employee organization requests confirmation by the Division of Industrial Relations, in which case written proof shall be submitted to said Division of Conciliation for verification of proof of employee support.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the recognized employee organization representing the employees in the unit determined to be appropriate for the purpose of meeting and conferring in good faith.
12. The petition, including all accompanying documents, shall be declared to be true, correct, and complete under penalty of perjury by the duly authorized officer(s) of the employee organization executing it.

**SECTION 5 – CITY RESPONSES TO RECOGNITION PETITION**

- A. Upon receipt of the petition(s) the Employee Relations Officer shall within ten (10) days determine whether: (1) there has been compliance with the requirements of the recognition petition, and (2) the proposed representation unit is an appropriate unit in accordance with Section 10 of this Article II.
- B. If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he shall within ten (10) days after making said determination: (1) inform the petitioning employee organization, and (2) give written notice of such request for recognition to the employees in the unit. No further action on said request shall be taken by the Employee Relations Officer for thirty (30) days from the date of said written notice.
- C. If either of the matters specified in Subsection A above is not affirmatively determined, the employee organization may within ten (10) days request that the Employee Relations Officer appoint an impartial hearing officer in accordance with Subsection D below to conduct a hearing to find the underlying facts and make recommendations regarding the resolution of the matters raised by the petition.
- D. Within twenty (20) days after receipt of said request from the employee organization, the Employee Relations Officer shall request from the American Arbitration Association a list of nine (9) impartial hearing officers experienced in unit determination in the public sector. The employee organization concerned and the Employee Relations Officer alternately strike names from the list until only one (1) name remains, the employee organization striking first.
- E. The Employee Relations Officer shall appoint such remaining person as the impartial hearing officer to act as described in this section. If more than one employee organization has petitioned to represent any of the same employees, a list of ten (10) hearing officers shall be requested and the organizations and Employee Relations Officer shall strike names alternating with the organizations striking in an order to be determined by lot.
- F. The hearing officer shall conduct and conclude a hearing on the issues presented in an expeditious manner.
- G. Findings and recommendations of the hearing officer shall be made known to the City Council, the Employee Relations Officer, and the employee organization or organizations, if more than one has petitioned, within ten (10) days after the completion of the hearing.
- H. The City Council shall, after review of the findings and within ten (10) days of receipt thereof, render a final decision in writing to the Employee Relations Officer and employee organizations concerned. The determination of the City Council shall be final.

**SECTION 6 – OPEN PERIOD FOR FILING CHALLENGING PETITION(S)**

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit by filing a petition(s) evidencing proof of employee support in the established appropriate unit of at least thirty percent (30%) and otherwise in the same form and manner as set forth in Section 4 of this Article II. The Employee Relations Officer shall within ten (10) days after expiration of time for filing challenging petition(s) comply with Sections 4 and 5 of this Article II.

**SECTION 7 – ELECTION PROCEDURES**

- A. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the Division of Conciliation of the State of California Department of Industrial Relations in accordance with its rules and procedures, subject to the provisions of this resolution.
- B. All employee organizations who have duly submitted petition(s) which have been determined to be in conformance with this Article II shall be included on the ballot. The choice of "no organization" shall also be included on the ballot.
- C. The election shall be held within fifteen (15) days after the Employee Relations Officer has made the final determination on challenging petition(s) as required by Section 5 of this Article II.
- D. Employees entitled to vote in such election shall be those persons, as defined in Article I, Section 3, Subsection G, who are employed in positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation, or authorized leaves of absence, and who are employed by the City in the same unit on the date of the election.
- E. An employee organization shall be formally acknowledged as the recognized employee organization for the designated appropriate unit following an election or runoff election if it received a numerical majority of all valid votes cast in the election.
- F. In an election involving three or more choices where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election shall be applicable to a runoff election.
- G. Within five (5) days from the date that the ballots of any election are counted, the Employee Relations Officer shall give written notice of the final results of the election to the City Council and to the participating employee organization.
- H. There shall be no more than one valid election under this resolution pursuant to any petition(s) in a twelve-month period affecting the same unit.
- I. Cost of conducting elections shall be shared equally by the City and each employee organization appearing on the ballot.

**SECTION 8 – RECOGNITION**

There shall be only one employee organization formally acknowledged as the recognized employee organization for each appropriate unit. It shall be the only organization entitled to meet and confer in good faith within the scope of representation for the employees in an appropriate unit.

A recognized employee organization representing non-management employees of the City in an appropriate unit may not represent management employees on matters within the scope of representation; however, nothing contained herein shall prohibit any management employee from joining or participating in any employee organization which represents non-management employees for the purpose of academic, social, fraternal, or vocational development. Employee organizations which are recognized by the City to be the recognized representative of employee classifications specifically set forth in Memorandum of Understanding for fiscal year 1975-76 shall continue to be the recognized employee organization for these classifications after

the adoption of this resolution, except that such employee organization shall be subject to the procedures for decertification of recognized employee organizations set forth in Section 9.

**SECTION 9 – PROCEDURES FOR DECERTIFICATION**

- A. A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition, or the thirty day period commencing between 180 days and 150 days prior to the expiration date of a Memorandum of Understanding, whichever occurs later. A decertification petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete.
1. The name, address, and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
  2. The name of the established appropriate unit and of the incumbent recognized employee organization sought to be decertified as the representative of that unit.
  3. An allegation that the incumbent recognized employee organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
  4. Proof of employee support that thirty percent (30%) or more of the employees in the established appropriate unit no longer desire to be represented by the incumbent recognized employee organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
- B. The Employee Relations Officer can accept only those petitions which (1) request decertification of the current recognized employee organization; and (2) do not request to carve out another unit from the already established appropriate unit.
- C. The decertification petition may be accompanied by a recognition petition for that established appropriate unit. Such accompanying recognition petition shall comply with Section 4 of this Article II.
- D. The Employee Relations Officer shall initially determine whether the decertification petition and accompanying recognition petition, if any, have been filed in compliance with the applicable provisions of this Article II.
- E. If the initial determination is in the negative, the procedures for initial negative determinations, as provided in Section 5 above, shall apply.
- F. If the final determination of the Employee Relations Officer remains unchanged, the employee organization may appeal such final determination in accordance with Section 11 of this Article II.
- G. If the determination of the Employee Relations Officer is in the affirmative, or if his/her negative final determination is reversed on appeal, he shall give written notice of such decertification petition and any accompanying recognition petition to unit employees.

H. The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification; and, if an accompanying recognition petition was duly filed and in the event decertification of the incumbent recognized employee organization is voted, the wishes of unit employees as to the question of representation. Such election and the selection of the third party to conduct the election shall be conducted in conformance with Section 7 of this Article II.

**SECTION 10 – POLICY & STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS**

A. The primary policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public; and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
2. History of representation in the City and similar employment; except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit has organized;
3. Number of employees and classifications and the effect on the administration of employer-employee relations created by the proliferation of units.

B. Notwithstanding the foregoing provisions of this section, management and confidential employees shall not be represented by a recognized employee organization that represents non-management employees of the City.

C. The Employee Relations Officer shall, after consultation with affected employee organization(s), allocate new classifications or positions and delete eliminated classifications or positions from units in accordance with the provisions of this section.

**SECTION 11 – APPEAL PROCEDURES**

An employee organization aggrieved by an initial determination of the Employee Relations Officer that a Recognition Petition (Section 4), Challenging Petition (Section 6), or Decertification Petition (Section 9), or employees aggrieved by an initial determination of the Employee Relations Officer that a Decertification Petition (Section 9), has not been filed in compliance with the applicable provisions of this Article, may appeal the initial determination by the procedures set forth in Section 4, invoked and incorporated by reference in Section 6 and Section 9.

**ARTICLE III – IMPASSE PROCEDURE**

**SECTION 12 – IMPASSE PROCEDURES**

Should a recognized employee organization or the City's duly authorized representative declare that an impasse, as defined in Section 3, Subsection K, exists during meet and confer sessions or over the

interpretation of the Memorandum of Understanding then in existence between the recognized employee organization and the City, the following procedure shall be followed for resolving the impasse:

If the impasse matter relates to the interpretation or application of a currently existing Memorandum of Understanding, the parties shall follow the impasse procedures set forth in the existing Memorandum of Understanding.

If the impasse relates to a matter not expressly covered by an existing Memorandum of Understanding or relates to matters within the scope of representation and evolves from meet and confer sessions for a new Memorandum of Understanding, the parties shall utilize the following procedures:

Any procedure mutually agreed upon in writing by the parties, provided either party is duly authorized to agree to such procedure.

By mediation through the Division of Conciliation of the State of California Department of Industrial Relations if either party requests the services of that agency.

By fact-finding as set forth below in Section 13 Subsection B, provided the parties have exhausted the mediation process set forth in Paragraph 2 above and the mediator declares in writing to both parties that an impasse still exists as to any issue or issues which have not been resolved through mediation.

By the City Council where the issue or issues at impasse have not been resolved by any of the foregoing methods of resolution listed in Paragraphs 1-3 above.

### **SECTION 13 – PROCEDURES FOR MEDIATION & FACT- FINDING IMPASSE RESOLUTION**

The procedure for resolving impasses through mediation and fact-finding shall be utilized in the following sequence:

#### **A. MEDIATION**

Within seven (7) calendar days of the declaration of impasse, either party may request the Division of Conciliation of the State of California Department of Industrial Relations to assign a mediator to resolve the issues in dispute between the City and the recognized employee organization. Should the mediator declare in writing that an impasse continues to exist after meeting with the parties in an effort to resolve the issues at impasse, either party may request fact-finding, with recommendations, to resolve the impasse. The cost of the mediator, if any, shall be shared equally by both parties.

#### **B. FACT-FINDING**

##### **1. Conditions and Time Limits for Fact-finding**

If either party requests fact-finding with recommendations after mediation has been exhausted and the mediator has declared in writing that an impasse continues to exist on any issue or issues which were submitted to the mediator for resolution, then a Fact-finder shall be selected in the shortest possible time, not to exceed ten days after the impasse has been declared in writing by the mediator, unless the period of time is extended by mutual agreement.

2. Selection of Fact finder

A fact finder shall be selected from a list of nine (9) fact finders obtained by the City from the Division of Conciliation of the State of California Department of Industrial Relations, or the American Arbitration Association. Upon receipt of the list the parties shall select a Fact-finder by alternately striking from the list until a single fact finder remains that shall become the Fact-finder. The priority of striking names shall alternate from one party to the other each time impasse procedures are invoked by the same parties. The employee organization or the City shall commence this process in an order determined by lot by striking the first name from the list of nine (9) Fact-finders in any initial Fact-finding.

3. Qualifications of the Fact-finder

Any Fact-finder appointed hereunder must be qualified by being knowledgeable in employer/employee relations in public employment.

4. Standards to be used by the Fact-finder

The Fact-finder shall use such standards as are customarily and traditionally utilized in the public sector by Fact-finders in resolving the issue or issues before the Fact-finder. In Fact-findings involving issues which might have economic or cost impact upon the City, the Fact-finder shall consider the City's ability to pay.

5. Hearings and Proceedings before the Fact-finder

The Fact-finder shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. The Fact-finder in consultation with the parties shall determine the date(s) and time(s) for said hearings.

6. Rules for Hearing before the Fact-finder

The Fact-finder shall make such rules as may be necessary for the conduct of hearings and proceedings to facilitate a recommendation. Said rules shall include an opportunity for both parties to make written and oral presentations of their positions and the reasons there-forth.

7. Fact-finder's Confidential Report

The Fact-finder shall develop a confidential report and send such report to the parties within ten days of the date of the conclusion of the hearing.

8. Distribution of Report

The report shall be made available to the City and the involved employee organization in written form and shall be presented to the City Council in an executive session.

9. Cost of Fact-finding

Each party shall be responsible for the costs incurred by the party in preparing their respective recommendations and in making their presentation to the Fact-finder. Costs of the Fact-finder shall be divided equally among the parties involved.

10. Written Record of Fact-finding Hearings

Either party may request a written record of all proceedings and hearings of the fact finder. The cost of such record shall be borne by the party making such request.

11. Fact-finder's Report Made Public

If an impasse still exists fifteen (15) working days after the submission of the Fact-finder's report to the City Council in executive session, said report shall be filed with the City Clerk's office and shall be for public information, thereafter.

**ARTICLE IV – ADMINISTRATION**

**SECTION 14 – SUBMISSION OF CURRENT INFORMATION BY RECOGNIZED ORGANIZATIONS**

Changes, if any, in the information filed with the City by a recognized employee organization under items A-H of its recognition petition under Section 4 of this Resolution shall be submitted in writing to the Employee Relations Officer at any time upon request by the City.

**SECTION 15 – PAYROLL DEDUCTIONS ON BEHALF OF EMPLOYEE ORGANIZATIONS**

Upon formal acknowledgment by the City of a recognized employee organization under this resolution, only such recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by recognized employee organization on forms which may be provided therefore by the City. The providing of such service to the recognized employee organization by the City shall be contingent upon and in accordance with the provisions of memoranda of understanding and/or applicable administrative procedures.

**SECTION 16 – EMPLOYEE ORGANIZATION ACTIVITIES USE OF CITY RESOURCES**

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in memoranda of understanding.

**SECTION 17 – ADMINISTRATIVE RULES AND PROCEDURES**

The Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

**ARTICLE V – MISCELLANEOUS PROVISIONS**

**SECTION 18 – CONSTRUCTION**

This resolution shall be administered and construed as follows:

- A. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body, or other representative of the City the rights, powers, and authority granted by Federal or State law or City Charter provisions.
- B. This Resolution shall be interpreted so as to carry out its purposes as set forth in Article I.

**SECTION 19 – SEVERABILITY**

If any provision of this resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

**SECTION 20 – ADOPTIONS**

The City Clerk shall certify to the passage and adoption of this resolution and to its approval by the City Council. Immediately upon final passage and adoption, this resolution shall be in full force and effect.

## APPENDIX TWO – SEIU REPRESENTED CLASSIFICATIONS

GENERAL NON-MANAGEMENT CLASSIFICATIONS  
(AS OF NOVEMBER 2010)

<b>Job Class Number</b>	<b>Job Classification Title</b>
201	Account Clerk
206	Administrative Aide
219	Backflow Prevention/Plumbing Technician
210	Building Inspector
211	Building Inspector Trainee
218	Buyer
207	Cashier
231	Civilian Investigative Specialist
337	Code Enforcement Officer
239	Code Enforcement Trainee
232	Communications Technician
234	Computer Operator
220	Concrete Finisher
222	Construction Assistant
212	Construction Inspector
229	Construction Technician
401	Courier
243	Criminal Complaint Assistant Clerk
310	Custodian
366	Custody Officer
242	Customer Service Representative
247	Desk Officer
255	Drafting Technician
224	Engineering Technician
214	Facilities Maintenance Technician
216	Facilities Maintenance Worker
270	Fleet Maintenance Mechanic
268	Fleet Maintenance Records Assistant
266	Fleet Maintenance Technician
295	Food Services Coordinator
204	Forensic Specialist
213	GIS Technician
272	Graffiti Abatement Worker
273	Housing Aide
274	Housing Assistant
275	Housing Inspector
324	Human Resources Assistant
381	Human Resources Program Liaison

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Job Class Number	Job Classification Title
301	HVAC Mechanic
286	Lead Facilities Maintenance Technician
260	Lead Fleet Maintenance Mechanic
303	Lead Graffiti Abatement Worker
383	Lead Maintenance Worker
300	Lead Park Maintenance Worker
269	Lead Storm Water Runoff Investigator
287	Lead Street Repair Worker
391	Lead Traffic Control Worker
393	Lead Traffic Signal & Street Lighting Technician
415	Lead Tree Trimmer
418	Lead Water Utilities Worker
289	Library Assistant
290	Library Support Clerk
302	Maintenance Worker
306	Maintenance Worker Trainee
410	Motorist Assistant Officer
411	Network & Telecommunications Technician
245	Network Technician
228	Office Assistant
370	Office Specialist
288	Paints Contract Coordinator
308	Painter
312	Park Maintenance Technician
313	Park Maintenance Worker
223	Parking Meter Technician
320	Payroll Technician
346	Police Officer Trainee
341	Police Records Assistant
282	Police Training Program Assistant
343	Property Officer
230	Public Safety Dispatcher
338	Public Work Service Worker
249	Purchasing Assistant
348	Recreation Leader I
349	Recreation Leader II
328	Recreation Specialist
250	Reprographics Operator
350	Revenue Inspector
208	RSI Program Assistant
376	RSIP Eligibility Inspector
202	Senior Account Clerk
209	Senior Administrative Aide

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<b>Job Class Number</b>	<b>Job Classification Title</b>
345	Senior Building Inspector
385	Senior Code Enforcement Officer
375	Senior Computer Operator
251	Senior Construction Inspector
221	Senior Custodian
416	Senior Customer Service Representative
368	Senior Engineering Technician
203	Senior Forensic Specialist
307	Senior HVAC Mechanic
361	Senior Library Support Clerk
372	Senior Office Assistant
285	Senior Office Specialist
388	Senior Public Safety Dispatcher
380	Senior Recreation Leader
378	Senior Reprographics Operator
352	Senior Revenue Inspector
367	Senior Special Enforcement Officer
395	Senior Tree Trimmer
394	Senior Water Treatment Plant Operator
407	Special Enforcement Officer
399	Storekeeper
238	Storm Water Runoff Investigator
262	Street Sweeper Operator
402	Subpoena Clerk
205	Technical Support Specialist I
215	Technical Support Specialist II
246	Technical Support Specialist III
408	Traffic Control Worker
404	Traffic Systems Technician
412	Traffic Systems Worker
362	Transportation Scheduler
413	Tree Trimmer
371	Volunteer Coordinator
421	Water Meter Repair Technician
422	Water Meter Service Worker
353	Water Treatment Plant Mechanic
425	Water Treatment Plant Operator

**APPENDIX THREE – SEIU - EMPLOYEE WORK FURLOUGH PROGRAM**

For City Hall/City Operations and  
Non-Sworn Police Department Employees

**A. Definition**

The term Employee Work Furlough Program as used in this agreement, is a required reduction in a unit employee's work scheduled hours of work resulting in a designated number of hours without pay assigned to each employee over a designated period of time.

**B. City Hall/City Operations**

Effective the start of the pay period beginning on December 24, 2010, City Hall and City Operations, other than Police or other safety services shall be closed every Friday until the expiration of the Employee Work Furlough Program. Each Friday is counted as an eight (8) furlough hours, except for unit employees assigned to the Police Department who may have different furlough hours scheduled based on assignment.

**C. Holiday on Closed Friday**

1. When a recognized City holiday occurs on a Friday that City Hall is closed (either the 9/80 day or the furlough day) unit employees shall be credited with eight (8) hours of straight time to use by the end of the current fiscal year.
2. This holiday straight time hours may not be carried over to the next fiscal year and may not be cashed out.

**D. Hours of Work**

1. All non-exempt unit employees performing services for the City, except for the Police Department, will be furloughed on Fridays. Effective the start of the pay period beginning on December 24, 2010, all non-exempt unit employees shall have a total of two hundred and eight (208) hours deducted from their pay as eight (8) furlough hours per pay period, beginning on that pay period through a period of twelve (12) consecutive months (26 pay periods). Then an additional 208 hours will be deducted from their pay covering the next following twelve (12) consecutive months (26 pay periods).
2. Effective the start of the pay period beginning on December 24, 2010, all non-exempt unit employees assigned to the Police Department shall have a total of two hundred and eight (208) hours deducted from their pay beginning on that pay period through a period of twelve (12) consecutive months (26 pay periods). Then an additional 208 hours will be deducted from their pay covering the next following twelve (12) consecutive months (26 pay periods). To ensure that there is adequate time to plan for furlough hours, that all furlough hours are scheduled and taken within the twelve (12) month period, and that furlough hours do not impede the City or the Police Department's ability to meet the City's operational budget, financial, or emergency needs, the parties agree that the furlough hours shall be scheduled at the absolute discretion of the City and Department in accordance with the following:

## APPENDIX THREE

- a. Management shall schedule in advance a minimum of one eight (8) hour furlough work period for each non-exempt unit employee during each twenty-six (26) pay period, or such hours per pay period that meet the operational needs of the Department (i.e., one ten (10) or twelve (12) hour furlough per work period), until all furlough hours have been used.
- b. Furlough hours will be deducted from pay in the pay period that they are taken.
3. All units are not eligible for overtime in a week that they have taken furlough hours.
4. The use of furlough time must not create an additional overtime liability.
5. All unit employees hired on or after the date the agreement is adopted by the City Council, shall have the furlough hours prorated based on the date of hire.
6. All unit employees may not perform City work while on their mandated leave or work additional hours during the work week to make up for the mandated unpaid leave time.

### **E. Length of Furlough Program**

1. The Employee Work Furlough Program shall begin on the pay period beginning on December 24, 2010 and continues through the pay period ending December 21, 2012.
2. When the Employee Work Furlough Program discontinues, unit employees shall have their salaries restored to their pre-work furlough unreduced salary, but which will include any salary increases that may have occurred during the time the Employee Work Furlough Program is in affect.
3. Should the General Fund in FY 2011-12 be proven to be structurally balanced and does not require any further financial adjustment from the Employee Work Furlough Program to balance the 2011-12 General Fund budget, the City agrees to meet and confer with SEIU to determine if the Employee Work Furlough Program could be discontinued or the number of hours reduced prior to the expiration of this agreement.

### **F. Employee Benefits, Leave Accruals, and Retirement**

1. All unit employees' benefits including medical, dental, vision, life insurance and leave benefit accruals (vacation and sick leave) shall not change nor be affected by the Employee Work Furlough Program.
2. Unit employees' actual earnings shall continue to be reported by the City to CalPERS.
3. The Employee Work Furlough Program will not count as a break in service and shall not affect seniority or step adjustments. Probationary periods will not be impacted in that furlough hours will not add to the length of an employee's probationary period.

### **G. Salary Increases**

1. Unit employees' unreduced salary will be maintained by the City while the Employee Work Furlough Program is in affect.
2. Any salary step increases will apply to the unreduced unit employee's salary.

3. The number of furlough hours required by the Employee Work Furlough Program shall not be adjusted due to salary changes which occur during the life of the furlough program.

**H. Overtime and Compensatory Time**

1. Overtime
  - a. Overtime hours (1½) shall be time worked by a non-exempt unit employee of more than forty (40) hours worked in the designated – seven (7) day work period time.
  - b. However, employees who are required to work due to a declared emergency by their Department Head or designee shall be eligible to receive overtime after thirty-six (36) hours in that seven (7) day work period.
2. Non-compensated furlough hours shall not count as hours worked for the purposes of overtime and or compensatory time earned.
3. If a unit employee works approved overtime, the unit employee shall be paid based on the employee's unreduced salary rate of pay.
4. Unit employees shall be prohibited from working overtime unless authorized in advance in writing by their department head or designee, except as set forth in "H 1(b)" above.

**I. Furlough Accrual and Scheduling**

1. Unit employees are to take their furlough hours off during the pay periods they work.
2. Unit employees must schedule and use their accrued furlough time prior to the end of the Employee Work Furlough Program.
3. Approved furlough time is reported in the same manner as vacation time with no less than quarter (¼) hour increments.
4. The City has the sole authority to require employees to schedule and take furlough time to reduce employee furlough time accruals because of operational necessity or budget, financial or emergency reasons, unless the employee's furlough time has already been previously approved by management.

**J. Payroll Records**

1. Furlough time will be recorded on each unit employee's work time sheet as recorded for other paid or not paid time off. Unit employees will designate on their timesheet with an "FURL" to designate the time as furlough hours.
2. Furlough time accruals, accrued totals and the amount used shall be recorded on the unit employee's payroll stubs as is recorded in a similar fashion for other paid or not paid time off.

3. If a unit employee pay for a pay period which includes Furlough hours is not sufficient to cover a particular deduction (any wage garnishment, child support, tax liability, medical, dental, group insurance, i.e.), the deduction will be taken from the subsequent payroll period pay check.

**K. Use of Accumulated Leave Time Benefits**

1. Unit employees are not allowed to utilize accumulated sick leave, vacation leave or any other type of compensation leave to offset furlough time taken.
2. Until the Employee Work Furlough Program is terminated, unit employees may not “cash out” any of their accumulated vacation leave or sick leave except upon termination of employment with the City or as provided in the Emergency Vacation Leave Cash-Out Policy.

**L. Exemption From Employee Work Furlough Program**

1. The Employee Work Furlough Program does not apply to unit employees who are currently on leave of absence without pay or on military leave. The Employee Work Furlough Program will not impact employees on medical leave and/or approved leave of absence.
2. The Employee Work Furlough Program will be applied only on a pro-rated prospective application.

**M. Terms and Conditions of Employee Work Furlough Program**

To the extent any terms and conditions of the Employee Work Furlough Program conflict with any other provision of the MOU or any other City procedure, policy or guidelines, the terms and conditions of this Employee Work Furlough Program shall control and prevail.

**N. Unit Employees Police Department – Work Scheduling and Furlough**

1. The City and Police Management agree to meet and confer over the impact with SEIU Representatives regarding how work schedules and furlough times will be implemented prior to their implementation in the Police Department for unit employees.
2. It is understood the City and Police Management retain the final authority to set work schedules and furloughs for unit employees.

**O. Filling Vacancies in Non-Sworn Civilian Positions in the Police Department**

1. Should a unit employees' position be temporarily vacant due to workforce reduction or furloughs and in the event the unit position(s) need to be filled on a temporary basis, it is understood that the vacant position(s) should be filled by a qualified civilian unit employee.
2. Only if a qualified civilian unit employee is not immediately available, the temporary vacant civilian position(s) can be filled by a sworn officer.

**APPENDIX FOUR – EMERGENCY VACATION CASH-OUT POLICY****EMERGENCY PROVISION**

The only exception to the no-cash out policy of accumulated vacation leave time during the time of the Employee Work Furlough Program, in addition to the current policy set forth in the MOU shall be as follows:

**A. Written Documentation**

Unit employees must submit as written verifiable documented evidence to the City Manager (Administrative Officer) requesting emergency cash-out of their accumulated vacation and sick leave per the criteria set forth in the MOU.

**B. Qualifying Criteria**

Qualifying documented criteria must be submitted in writing on any of the following:

1. Medical bills resulting from an accident or unexpected illness that are not covered by insurance
2. Damage to your home due to an accident or natural disaster (beyond insurance reimbursement or any deductible)
3. Loss of your property due to theft (beyond insurance reimbursement)
4. Legal bills involving criminal charges against you, your spouse, registered domestic partner, or dependent who can be claimed on your tax return
5. Expenses associated with the imminent foreclosure of or eviction from your primary residence
6. Non-refundable deductibles and prescription medicine expenses associated with medical expenses resulting from the sudden illness or accident of you, your spouse, registered domestic partner or dependent who can be claimed on your tax return
7. Funeral expenses for a spouse, registered domestic partner, or dependent that can be claimed on your tax return

**C. Payment**

If the requesting employee satisfactorily meets the criteria in this policy, the City Manager (Administrative Officer) will approve the request for “cash out” of vacation leave per the policy set forth in the MOU and the City shall provide the cash out check available to the eligible employee within fifteen (15) business days from the date the written request was submitted to the City Manager (Administrative Officer).

**D. Final Decision**

The decision of the City Manager (Administrative Officer) on request is final.

**APPENDIX FIVE – JOINT EMPLOYEE MANAGEMENT EFFICIENCY STUDY COMMITTEE**

**PURPOSE**

The goal and purpose of this Joint Employee Management Efficiency Committee is to gather ideas from SEIU Local 721 General Employees identifying ways that the City of Inglewood can generate additional revenues (e.g., grants, etc.) and/or decrease operational costs (such as control of overtime, service levels based on new staffing levels, etc.) to the City’s General Fund. The committee findings and recommendations will be compiled in report approved by the committee and submitted to the City Manager (Administrative Officer), Mayor and City Council. The City Council will consider implementing the committee recommendations within 120 calendar days of the committee’s written report presentation to the City Council.

**COMMITTEE COMPOSITION – SEIU**

The Joint Employee Management Efficiency Committee will be composed of five (5) SEIU members, four (4) of which will be elected from the following City Departments: Police, Public Works, Parks, Recreation and Community Services, Finance, and Library.

**COMMITTEE COMPOSITION – CITY**

The City team will be composed of management representatives selected by the City Manager (Administrative Officer), including one (1) representative from the City Administrative Office, and one from the Human Resources Department. Other management participants can be brought in as needed.

**INFORMATION**

The City departments will provide available information and documents which are requested and they are available for the committee to thoroughly research the subjects to complete the committee’s findings.

**MEETING FREQUENCY/JOINT LABOR MANAGEMENT COMMITTEE**

The Committee shall meet once a month not to exceed two (2) hours each meeting, during City Hall business hours until a report on the subjects have been completed and submitted to the City Manager (Administrative Officer) and City Council. The Committee will then merge back into the existing Joint Labor Management Committee and include the ongoing issues dealing with efficiency matters as part of the Joint Labor Management agenda and their committee composition as set forth in this MOU.

**CITY COUNCIL ACTION**

The City Council will then consider, after the subject has been agenzized, and reviewed, the recommendations and then accept, reject or modify as they determine appropriately. The City Manager (Administrative Officer) Representative shall serve as coordinator of the committee and prepare the committee report to the City Council.

**STAFF**

The Human Resources Department and City Manager (Administrative Officer) will coordinate committee agenda and reports and provide staff support to the committee.