

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF SOUTH GATE**

**AND THE**

**SOUTH GATE**

**PROFESSIONAL MID-MANAGEMENT**

**ASSOCIATION**

**JULY 1, 2014 – JUNE 30, 2015**

## CONTENTS

<b>ARTICLE I</b>	<b>GENERAL PROVISIONS .....</b>	<b>3</b>
Section 1	Recognition .....	3
Section 2	Current and Supplemental Agreements.....	3
Section 3	Non-Discrimination.....	4
Section 4	Duration .....	4
Section 5	Dues Deduction.....	4
Section 6	Protection Clause .....	4
Section 7	Contracting out Services .....	5
Section 8	Dress Code .....	5
Section 9	Union Business and Release Time .....	5
Section 10	Use of City Facilities .....	6
Section 11	Labor Management Committee .....	6
Section 12	Employee Handbook.....	6
Section 13	Probation .....	6
Section 14	Maintenance of Benefits .....	7
Section 15	Electronic Check Deposit .....	8
Section-16	Substance Abuse Policy .....	8
Section 17	Smoke-Free Policy.....	8
Section 18	Training Standards for Employees Who Supervise.....	8
Section 19	Negotiations.....	8
Section 20	Work Schedules.....	8
<b>ARTICLE II</b>	<b>SALARY &amp; ALLOWANCES .....</b>	<b>9</b>
Section 1	Pay Increases Implementation .....	9
Section 2	Wages.....	9
Section 3	Longevity Pay.....	9
Section 4	Merit Based Step Increase .....	10
Section 5	Working Temporarily in a Higher Classification.....	10
Section 6	Educational Reimbursement .....	12
Section 7	Mileage Allowance .....	13
Section 8	Bilingual Pay.....	13
<b>ARTICLE III</b>	<b>FRINGE BENEFITS .....</b>	<b>13</b>
Section 1	Medical & Dental Insurance .....	13
Section 2	Life Insurance .....	15
Section 3	Voluntary Life Insurance .....	15
Section 4	Section 89 Considerations.....	15
Section 5	Retirement.....	16
Section 6	Deferred Compensation.....	18

Section 7	Loss Prevention Program.....	18
Section 8	Physical Fitness .....	19
Section 9	Errors and Omissions Insurance Policy.....	19
Section 10	Section 125 Program .....	19
<b>ARTICLE IV</b>	<b>LEAVE POLICIES .....</b>	<b>20</b>
Section 1	Holiday Leave .....	20
Section 2	Vacation.....	21
Section 3	Sick Leave.....	22
Section 4	Pay for Jury Duty .....	25
Section 5	Unpaid Leave.....	26
Section 6	Maternity Leave .....	27
Section 7	Family Medical Leave Act .....	27
Section 8	Bereavement .....	28
Section 9	Job Related Injury or Illness .....	29
Section 10	Military Leave.....	29
Section 11	Administrative Leave.....	29
Section 12	Special Administrative Leave.....	30
<b>ARTICLE V</b>	<b>DISCIPLINE &amp; GRIEVANCE PROCEDURES .....</b>	<b>31</b>
Section 1	.....	31
Section 2	Grievance Procedure .....	36
<b>ARTICLE VI</b>	<b>IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING .....</b>	<b>40</b>
Section 1	Wage Rights.....	40
<b>ARTICLE VII</b>	<b>LAYOFFS .....</b>	<b>41</b>
<b>ARTICLE VIII</b>	<b>REHIRES AND CONTRACT EMPLOYEES/CONSULTANTS.....</b>	<b>43</b>
<b>ARTICLE IX</b>	<b>FULL UNDERSTANDING .....</b>	<b>43</b>
<b>APPENDIX A</b>	<b>RANGES, STEPS AND JOB TITLES .....</b>	<b>44</b>

## ARTICLE I

### GENERAL PROVISIONS

#### SECTION 1 RECOGNITION

This Memorandum of Understanding, hereinafter referred to as the "Agreement" or "MOU" made this 13th day of January 2015, is entered into with reference to the following facts:

#### WITNESSETH:

**WHEREAS**, the South Gate Professional and Mid-Management Association, hereinafter called the "Association" represented by the Service Employees International Union, Local 721, hereinafter called the "Union", is the duly recognized employee organization for its members employed by the City of South Gate (hereinafter called the "City") in an employee group defined by Resolution No. 4508 (Employer- Employee Relations Resolution) (8.2.4) of the City Council of South Gate as "All Professional and Mid-Management employees in the Administration, Community Development, Finance, Parks & Recreation, Police and Public Works Departments, defined as management employees assigned to the '600' Series salary range" and Pay Plan G and;

**WHEREAS**, the Association and the City's Representatives have met and conferred in good faith regarding wages, hours and other conditions of employment for the employees represented by the Union and have reached an understanding as to certain recommendations to be made to the City Council of South Gate;

**NOW, THEREFORE**, the City's Representatives and the Association represented by the Union hereby agree as follows:

#### SECTION 2 CURRENT AND SUPPLEMENTAL AGREEMENTS

It is the intent of the City and the Union that this Agreement supersedes all previous Agreements or Understandings either written or oral, and contains the entire understanding between the parties on all matters subject to the Meet and Confer process. No amendment, change, or variation hereof shall be valid or binding unless reduced to

writing and signed by duly authorized representatives of the City and the Union.

**SECTION 3 NON-DISCRIMINATION**

The City and the Union agree that, in applying the terms of this Agreement neither party will discriminate against any employee because of race, color, sex (pregnancy or gender), marital status, age, religious beliefs, political beliefs and affiliations, national origin, ancestry, physical handicap, mental handicap, medical condition, union affiliation or for any other reason prohibited by law.

**SECTION 4 DURATION**

This Agreement shall be effective from July 1, 2014, through and including June 30, 2015. This Agreement shall become effective only after adoption by the City Council of the City of South Gate following ratification by the members of the "Union."

**SECTION 5 DUES DEDUCTION**

The City will continue automatic payroll deduction for the collection of Union dues.

"COPE" Contribution. Union members may voluntarily authorize in writing a Committee on Political Education (COPE) deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that employee may revoke any such deduction at any time, The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke contribution.

**SECTION 6 PROTECTION CLAUSE**

The City will Meet and Confer with the Union regarding any wage or benefit changes approved for another bargaining unit that are significantly greater than those provided in this Agreement.

Furthermore, in the event that any one bargaining group of the City receives an increase in salary or fringe benefits, the City shall agree to reopen and discuss wage and fringe benefit increases as appropriate.

**SECTION 7      CONTRACTING OUT SERVICES**

No bargaining unit employee shall be laid off, displaced (except as noted below), demoted or suffer loss of pay or benefits as a result of the contracting of bargaining unit work. The City Manager retains the codified right to transfer employees, and management shall continue to assign work to meet the service needs of the City. The City will Meet and Confer with the Union prior to the initiation of the bidding process to contract out bargaining unit work. The Union agrees that it will cooperate with the City in determining the most efficient and effective ways to accomplish work processes. Notwithstanding the above agreement, if it is mutually agreed (by the Union, employee and City) that appropriate work within the City is not available for an employee as a result of contracting out of services and the employee is separated from service, the employee will receive a separation benefit of four (4) months pay in addition to the normal benefits applicable to other employees covered by this Agreement.

**SECTION 8      DRESS CODE**

Dress codes are a management right, and not subject to Meet and Confer process.

**SECTION 9      UNION BUSINESS**

Elected Union stewards and officials will be provided a reasonable amount of time during normal working hours to conduct official union business. This time will be recorded in accordance with City policy. Time spent on official Union business will not disrupt critical work schedules. Disputes about this policy will be resolved through good faith discussions between the City and the Union and will not be subject to the grievance procedure.

The City agrees to provide two (2) days of release time with pay per year for each of two (2) Board Members of Board's designee/s to attend conferences or other activities as set by the Union.

**SECTION 10 USE OF CITY FACILITIES**

The City agrees that the Union may use City facilities to conduct meetings, provided that advance notice is given to the City, proper reservations are made for the use of the facilities to ensure availability and prevent scheduling conflicts, and that such use does not interfere with the normal business operations of the City.

**SECTION 11 LABOR MANAGEMENT COMMITTEE**

The City shall agree to expand the role of the Joint Labor Management Committee to include a quarterly meeting for each City Department. Such Committees shall include at least two Unit members/employees of said department to meet with the Department Head or his/her designee. The purpose of the committee meetings is to discuss issues of interest to the unit members, issues of interest to management and issues of mutual interest. The Union shall provide agendas for these meetings a week in advance to inform Department Heads of the subjects of interest. The Department Head or his/her designee may supplement the agenda when appropriate.

**SECTION 12 EMPLOYEE HANDBOOK**

The Employee Handbook will be updated periodically and will be available in electronic form and subject to meet and confer on matters within the scope of employment.

**SECTION 13 PROBATION**

- A. All new employees are required to complete a probationary period of six (6) months which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position.
- B. Any appointment to a position from an eligibility list is subject to probationary period of six (6) months equivalent to a total of 1,040 actual work time hours including earned Holiday Leave before an appointee acquires a permanent status in the position.

Two weeks prior to the end of the probationary period, the Department Head shall forward the probationary employee's Performance Appraisal to the Personnel Officer recommending that the employee be given permanent status if his/her service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated. The initial probationary period may be extended six (6) months at the discretion of the Department Head in documented cases where work performance cannot be fully evaluated within the initial six (6) month period.

- C. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to review by the Civil Service Commission or the City Council. The Personnel Officer may restore any employee so terminated to the eligible list from which she/he was removed if there appears to be adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.

#### **1. EMPLOYEE PERFORMANCE REVIEW**

- a. All probationary employees shall be reviewed by their Supervisors after three (3) months of service after six (6) months of service. (This includes new employees and employees serving a probationary period after a promotion or transfer.)
- b. Each employee shall receive an annual performance review which shall be due on the anniversary of the date that she/he passed probation in his/her current position.

### **SECTION 14 MAINTENANCE OF BENEFITS**

All existing wages, hours, and other terms and conditions of employment presently enjoyed by Union members shall remain in full force and effect for the duration of the term of this MOU, except as

specifically modified by the provisions herein or by mutual written agreement of the parties.

**SECTION 15 ELECTRONIC CHECK DEPOSIT**

The City will continue to provide an electronic check deposit program.

**SECTION-16 SUBSTANCE ABUSE POLICY**

The City and the Union agree that it is appropriate to provide a drug free workplace through the establishment of policies and procedures which clearly prohibit the use of alcohol and other drugs and their influence on the job. The Union will cooperate with the City in implementing its Drug and Alcohol Abuse Policy. The City agrees to Meet and Confer with the Union prior to making any significant modifications to its Drug and Alcohol Abuse Policy.

**SECTION 17 SMOKE FREE POLICY**

All City buildings and City vehicles shall be considered smoke-free areas.

**SECTION 18 TRAINING STANDARDS FOR EMPLOYEES WHO SUPERVISE**

Performance standards for employees who supervise shall be amended to include forty (40) hours of approved supervisor training per year on City time. This standard shall be imposed through the normal annual performance evaluation process. The Personnel Department will regularly publish training opportunities.

**SECTION 19 NEGOTIATIONS**

The parties agree to meet in March of the last year of the contract to begin negotiations for a successor agreement to the MOU.

**SECTION 20 WORK SCHEDULES**

All existing work schedules, including alternate work schedules, shall continue for the duration of the MOU. The City agrees to Meet and Confer with the Union on any proposed changes to the alternate work schedules.

**ARTICLE II**

**SALARY & ALLOWANCES**

**SECTION 1      PAY INCREASES IMPLEMENTATION**

All payroll changes for step increases, pay increases and other compensation changes will be made effective prospectively or retroactively, as is appropriate, on the effective date of said change.

**SECTION 2      WAGES**

The City and the Union agree there will be no wage increases for the term of this MOU.

**SECTION 3      LONGEVITY PAY**

The City recognizes that as an employee's service with the City increases, the employee's knowledge of operating procedures, productivity and ability to provide outstanding service to the citizens of South Gate increases. For these reasons, the City provides longevity pay which is added to each step for eligible employees. Longevity pay is determined once per year, on the employee's anniversary date, and is computed prior to the percentage increase to each Step contained in Section 2, Wages.

For instance, an employee with 10 years of service at a step making \$20 per hour on June 30 would receive Longevity Pay of \$0.40 per hour (\$832 per year) added to their step. For pay calculation purposes, such as, but not limited to; overtime, pension, sick leave, administrative leave and vacation, longevity pay is added to an employee's base pay.

Employees are eligible for Longevity Pay based on the following:

<u>Full Years of City Service</u>	<u>% of Base Pay</u>
5 to 10 years	1.5%
10 years plus one day to 15 years	2.0%
15 years plus one day to 19 years	2.5%
20 years plus one day or more	3.0%

**SECTION 4 MERIT BASED STEP INCREASE**

All employees will receive an annual performance evaluation in accordance with Article I, Section 13. Advancement to a higher Step in each Grade will be contingent upon overall satisfactory or exemplary performance evaluations. Should a supervisor fail to complete an evaluation through no fault of the employee, the employee will automatically receive any regularly scheduled increase. Special merit increases of one (1) or two (2) steps for outstanding job performance up to the top of the salary range may be granted.

Supervisors are required to take affirmative action to withhold a salary step increase, with this action to be approved by the Department Head. An employee who is denied a merit increase shall be provided, in writing, the basis of denial and may appeal the decision to deny the merit increase through the grievance procedure through Step 3. Further, if a supervisor rates an employee unsatisfactory and fails to withhold a step increase, the supervisor shall be required to justify the lack of action.

Withholding a salary increase is an administrative action, and not disciplinary, and therefore is not the subject to appeal to the Civil Service Commission. When an employee is given an unsatisfactory performance evaluation, and a salary step withheld, the employee and supervisor shall meet and establish goals and a plan to improve the performance. When an employee meets goals of the performance improvement plan the employee will then earn a step increase.

**SECTION 5 WORKING TEMPORARILY IN A HIGHER CLASSIFICATION**

**A. RIGHT TO ADDITIONAL COMPENSATION**

Employees who are assigned to work in a higher classification under the conditions specified below shall be paid additional compensation in the amount set forth below.

**B. CONDITIONS PRECEDENT ADDITIONAL COMPENSATION**

The conditions precedent to entitle Employees to the additional compensation are as follows:

## **1. TIME IN CLASSIFICATION**

The employee has worked in a higher budgeted classification for the requisite time period specified below:

- a. If the budgeted position classification to which the employee is assigned is vacant due to lack of a permanent employee occupying said position, the requisite time period is three (3) consecutive work weeks.
- b. If the budgeted position classification to which the employee is assigned is vacant due to a temporary absence of a permanent employee, such as illness, vacation, leave of absence, or absence without leave, the requisite time period is a cumulative period of four (4) work weeks in a twelve month period preceding the day upon which the employee is working in the higher classification.

## **2. CERTIFICATE OF COMPETENCE**

The employee, while performing the job duties in the higher classification as stated in subparagraph (1) above has demonstrated an ability to perform the work in that higher job classification competently, in the Director's sole discretion. The qualification of competence shall be evidenced by a certificate executed by the Department Director.

## **3. NEED**

There presently exists a budgeted, full-time and vacant position as stated in subparagraph 1, and the Department needs require the assignment of another employee to continue said duties.

## **4. AUTHORIZATION**

Permission to work in the higher classification has been given prior to the commencement of the requisite time period stated in subparagraph 1, in writing signed by the Department Director, or his designee. Additionally, prior to the first day of eligibility for compensation, as stated in subparagraph 1, the Personnel Officer has authorized the assignment in writing. If the Personnel Officer is not available to approve the assignment

then the Department Director shall not continue the assignment beyond three (3) working days unless or until he/she has obtained approval of the Personnel Officer.

#### 5. **COMPENSATION**

The additional compensation shall be in the amount equal to the number of hours assigned to the higher classification work when all of the foregoing conditions have been met multiplied by the rate of compensation established for that position classification at the step in the Salary and Compensation Resolution necessary to provide the employee with a minimum of a five percent (5%) increase but shall in no event exceed the highest step of the range assigned to the higher classification.

### **SECTION 6 EDUCATIONAL REIMBURSEMENT**

The individual educational reimbursement cap is 2,500 per fiscal year (\$3,000 for private universities). An annual budget of \$100,000 will be available for this plan. Full-time City employees who have successfully passed their initial probation period are eligible to participate in the educational reimbursement plan.

To be eligible for reimbursement the employee must obtain a grade of "C" or better and submit a grade slip or other evidence of successful course completion and appropriate invoices and/or receipts. If the employee voluntarily separates from the City for reasons other than retirement within two (2) years of completing a course for which reimbursement is received, the City may withhold a pro-rated amount of such reimbursement from the employee's last check. The pro-rate shall be 1/24th of the amount for each month short of two (2) years.

The City agrees to allow a flexible work schedule for an employee who is enrolled in an academic program and needs an early release time to attend classes. The flexible work schedule is limited to one hour of early release time per day where an employee can start work early or take a shortened lunch break, provided that a 10-hour day is completed subject to all applicable laws, and prior approval of the Department Head.

**SECTION 7 MILEAGE ALLOWANCE**

The City agrees to reimburse employees at a rate equivalent to the IRS allowable Index.

**SECTION 8 BILINGUAL PAY**

Employees who are assigned to a job classification that has been designated by the City as a bilingual preferred position with public contact (i.e., verbal and/or written translation of English to Spanish or Spanish to English) shall receive additional compensation based on the employee's ability to pass the following bilingual exams:

TIER I — Proficient verbal bilingual skill, \$75.00 per month.

TIER II — Proficient verbal, reading, and writing bilingual skills \$100.00 per month.

TIER III — Excellent verbal, reading, and writing bilingual skills and the ability to act as a translator in meetings \$175.00 per month.

**ARTICLE III**

**FRINGE BENEFITS**

**SECTION 1 MEDICAL & DENTAL INSURANCE**

**A. MEDICAL INSURANCE**

The City will pay insurance premiums which are equivalent to the rate for Kaiser-Southern California. Employees who select a more expensive plan will be responsible for any difference in premiums. The City will provide an amount equal to the one-party Kaiser rate per month in deferred compensation to those employees who do not purchase health insurance through the City, but can show proof of medical insurance coverage on an annual basis.

The current Kaiser – Southern California rate can be requested from the Personnel Office.

## B. DENTAL INSURANCE

Dental Health Services (DHS) plans will no longer be available for bargaining unit employees.

The current dental plan year is March 1, 2014 to February 28, 2015. The City currently pays the maximum amount of \$48.70 towards an employee's dental plan coverage. This rate of \$48.70 is equivalent to Dental Health Services (DHS) HMO plan family coverage rate.

Effective March 1, 2015, the City will pay the maximum amount equivalent to the current DHS HMO plan family coverage rate of \$48.70 or Delta Dental HMO plan family coverage rate, whichever is higher. Employees who select more expensive plans will be responsible for any difference in premiums. The City will provide an amount equal to the Delta Dental HMO plan family coverage rate per month in deferred compensation to those employees who opt out of the City's dental insurance. Employees must show proof of alternate dental insurance coverage on a yearly basis in order to receive payment provided herein.

For the remainder of the 2014/15 contract and until the 2015/16 contract is approved, the City will cover the increase in cost of switching from Dental Health Services PPO and EPO plans to the equivalent Delta Dental PPO plans. Example: Employee A, currently enrolled in Dental Health Services PPO family coverage has a premium rate of \$186.15; the City pays \$48.70; and the employee is responsible for paying \$137.45. Employee A can switch to Delta Dental PPO family coverage with a premium rate of \$211.30; the City will pay \$48.70, plus \$25.25 (the difference between the employee's new premium level of responsibility of \$162.60 and the old level of responsibility of \$137.45) for a total of \$73.95; and the employee is responsible for paying \$137.45.

Employee B, currently enrolled in Dental Health Services EPO employee only coverage has a premium rate of \$40.05; the City pays \$19.95; and the employee is responsible for paying \$20.10. Employee B may elect to switch to Delta Dental PPO employee only coverage with a premium rate of \$68.88; the City will pay \$19.95, plus \$28.83 (the difference between the employee's new premium level of responsibility \$48.93 and the old level of

responsibility of \$20.10) for a total of \$48.78.

For the remainder of the 2014/15 contract and until the 2015/16 contract is approved, the City will cover the increase in cost of switching from Dental Health Services EPO plans to Delta Dental PPO plans.

### **C. VISION PLAN**

Effective on the first of the month as feasibly possible following the date the City Council approves this MOU, the City agrees to contribute up to the monthly dollar amount equal to the VSP Choice Plan B Copay: \$10/10 employee plus family coverage rate toward vision plan coverage.

### **SECTION 2 LIFE INSURANCE**

The City shall provide \$50,000 of Life and Accidental Death and Dismemberment Insurance for all employees represented by the Union. However, consistent with current industry standards, coverage will reduce to 65% at age 65, 40% at age 70, 25% at age 75 and 15% at age 80.

### **SECTION 3 VOLUNTARY LIFE INSURANCE**

Eligible employees will be offered the opportunity to purchase life insurance in addition to the life insurance paid for by the City. Currently the voluntary life coverage is provided by The Guardian which establishes the terms and conditions regarding coverage. If, due to a change in insurance carrier or other reasons, any significant features of the Plan need to be changed, the City will Meet and Confer with the Union before the changes are implemented.

### **SECTION 4 SECTION 89 CONSIDERATIONS**

The City shall comply with IRS Section 89 requirements as mandated by Congress and, should there be any changes regarding said implementation which would require meet and confer, then the City shall notify the Union immediately.

## SECTION 5 RETIREMENT

A. The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are two (2) tiers depending on date of hire which define the various retirement levels for retirement formula, final compensation calculation and employee contribution/cost sharing as follows:

1. **Tier 1: Employees hired prior to January 1, 2013, or employees hired by the City on and after January 1, 2013, who are laterals from another PERS agency or an agency whose retirement system has reciprocity with PERS, within six (6) months.**

The retirement formula is 2.7% at 55 years of age. Final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months.

Effective upon ratification of this MOU by City Council, the base salary for Retirement Tier 1 employees only shall be increased by four percent (4%) and Tier 1 employees will contribute an additional four percent (4%) of the employees' share of the normal cost into their PERS pension plan, for a total of eight percent (8%).

2. **Tier 2: Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Act (PEPRA) as "new members."**

The retirement formula is two percent (2%) at 62 years of age. Final compensation is calculated using the highest average annual compensation over a thirty-six (36) consecutive month period.

Employees in Tier 2 shall pay the full amount of the employee's normal cost of the benefits not to exceed six point seven five percent (6.75%) of compensation.

The City will take such actions necessary to adopt and implement Internal Revenue Code Section 414(h)(2) to enable each employee to make his/her Employee Contributions, as specified in Article III, Section 5.A.1 and 2. above, on a tax

deferred basis. Should Federal or State law(s) or regulation(s) require the withholding of personal income taxes, the City will withhold such incomes taxes.

## **B. ADDITIONAL BENEFITS**

The following are benefits provided to the employees for retirement:

1. **POST-RETIREMENT SURVIVOR BENEFIT** – Provides that upon death of a member, after retirement, an allowance shall be continued to the surviving spouse;
2. **POST-RETIREMENT SURVIVOR ALLOWANCE to Continue After Remarriage** – Allows the survivor allowance to continue even though survivor of a retiree re-marries.
3. **CONTINUATION OF DEATH BENEFITS** – After Remarriage – Provides that the Death Benefits being paid to a spouse of a member who died prior to retirement will be continued in full should the spouse remarry.
4. **PERS-MISCELLANEOUS** – The PERS miscellaneous contract shall include the following benefits to be paid by the City to PERS:
  - a. 1959 Survivor Benefit at Level 4 – Highest level of benefits than Basic or other levels of the benefit;
  - b. Military Service Credit – Credit of maximum of four (4) years of service;
  - c. Unused Sick Leave Credit Receive additional service credit at the rate of 0.004 years of each day of sick leave.

## **C. RETIREE MEDICAL INSURANCE**

Employees who retire with twenty (20) or more years of City service and remain in a CalPERS medical plan or enroll in a CalPERS medical plan, and remain so retired, shall receive a medical insurance benefit not to exceed one hundred and fifty dollars (\$150) per month, plus the current CalPERS administrative

fee. This section specifically makes no provision for any dependents of the retiree. The retired employee will continue to have the option to purchase medical insurance for himself and dependents, as currently provided. Other retirees are covered as provided under the PERS Hospital and Medical Care Act only.

The City agrees to notify employees of the need to enroll or remain in a CalPERS medical benefit plan to receive this benefit at the time the employee submits the "intent to retire" packet.

**D. PRE-TAX FUNDING FOR POST RETIREMENT MEDICAL EXPENSES**

The City will provide a deferred compensation account for post-retirement, medical expenses. The maximum cost to the City shall be the initial start-up fee (\$500), the annual fee (currently \$600), and the individual's cost of the plan (currently \$2.00 per month). An open enrollment shall take place each year in late August or early September.

**SECTION 6 DEFERRED COMPENSATION**

The City offers several deferred compensation plans to the employees and said plans offer a savings plan only. Open enrollment is on an on-going basis.

Effective the first full pay period after the City Council approves this MOU, the City shall match one hundred percent (100%) of employee contributions toward deferred compensation plans up to a maximum of sixty-five dollars (\$65) per month.

**SECTION 7 LOSS PREVENTION PROGRAM**

The City is concerned with safety, loss reduction, and increased productivity. To address these issues, the City will meet periodically with the Union to discuss plans that will focus on issues such as, the non-use of sick leave, safe driving record, safety/loss recovery suggestion award program.

**SECTION 8      PHYSICAL FITNESS**

Each employee shall receive a membership at the South Gate Sports Center in the South Gate Park. The membership will be determined in the following manner:

Employees will receive a family membership “spouse and dependent children” that will be provided at no cost and include access to the golf course and swimming pool. This membership includes free access to all Park facilities that are open to the public, but excludes City sponsored classes that require a fee. Employees and eligible family members must obtain the required identification cards.

Employees that retire from the City shall receive a lifetime membership to the Sports Center at South Gate Park which will provide access to the facility, as well as the golf course and swimming pool, for the retiree plus one guest only upon issuance of the required identification card.

**SECTION 9      ERRORS AND OMISSIONS INSURANCE POLICY**

The City acknowledges and the City shall comply with state law requiring the City to be responsible for Errors and Omissions made by the members in the bargaining unit.

**SECTION 10     SECTION 125 PROGRAM**

The City will provide a benefit for employees at a maximum cost of approximately \$6 per month per employee for a pre-tax medical and dependent child care savings plan with employees making a contribution.

**ARTICLE IV**

**LEAVE POLICIES**

**SECTION 1 HOLIDAY LEAVE**

**A. ENTITLEMENT**

Employees who are on the payroll as of July 1st of each Fiscal Year, shall be credited with appropriate Holiday Leave per Section B (below). Employees in the bargaining unit hired after the 1st of each Fiscal Year will be credited as of the date of hire with ten (10) hours of holiday leave for each designated holiday remaining in the Fiscal Year.

Entitled employees may be absent from work but nevertheless receive compensation at the employee's then current rate of pay on either (a) the holidays designated below; or (b) days otherwise scheduled in advance and agreed upon between the employee's supervisor and the employee.

Entitled employees shall earn Holiday Leave in increments of ten (10) hours if the employee is working or on paid leave both as the holiday occurs during the calendar year, and at the commencement of the day following the designated holiday. Holiday leave time used shall be deducted from the hours credited in increments according to the employee work schedule.

Holiday hours may not be carried over to a succeeding year.

**B. HOLIDAY OBSERVANCE/HOURS**

Each fiscal year, the City shall observe the following named Holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
César Chávez Day	Last Monday in March
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September

Thanksgiving Day	Fourth Thursday of November
Christmas Eve	December 24th
Christmas Day	December 25th

Each fiscal year, all employees shall be credited with 130 hours of paid Holiday Leave, subject to "Section 1A. Article IV." The City will observe the ten (10) days set forth above, plus thirty (30) additional hours each year. The thirty (30) additional hours will be applied to effectuate a full week of closure between Christmas and New Year's Day. In the event that less than thirty (30) hours is necessary to effectuate the full week of closure, the balance of the 30 hours will be observed as floating day(s). Holidays that fall on Friday or Saturday become floaters. Holidays that fall on Sunday are observed on the following Monday. If two-day holidays fall on a Sunday and Monday, then the holidays are observed on Monday and Tuesday.

Any employee that works without regard to holidays (i.e., police department employees) shall observe the holiday on the actual day on which it falls, including the closure days between Christmas and New Year's Day.

At the beginning of each fiscal year, employees will be credited with the total hours of holiday leave for that fiscal year and all holiday leave must be utilized during the fiscal year. Holiday leave used shall be deducted from the hours credited in increments of eight (8) or ten (10) hours for each day taken, according to the employee's work schedule. Employees who are scheduled to work on holidays will be paid their normal daily rate of pay for hours worked. The employee will have the option to take the holiday off at another date to be scheduled by the department as work schedules permit, or to be paid for that holiday at their straight-time rate of pay, which is in addition to the pay they received for working the Holiday.

**SECTION 2 VACATION**

A. Each employee shall earn vacation in the following manner:

One (1) to four (4) years of service:	80 hours annually
Five (5) to nine (9) years of service:	120 hours annually

Ten (10) or more years of service: 160 hours annually

Accrued but unused vacation may be carried over from year to year, however, effective the first full pay period after the City Council approves this MOU, the maximum allowable vacation accrual is three hundred (300) hours. If an employee's vacation accrual is at the maximum level, and the employee has requested vacation within the current notification requirements and been denied use of vacation time, Personnel shall direct that the specific loss of hours due to the denial of time-off request to be rolled over. The rollover will be calculated and accrued in a separate leave bank to be used within one (1) year. The employee shall demonstrate the denial of the time-off request.

Exceptions to vacation accrual limits will be considered on a case-by-case basis in those circumstances where it is not in the City's best interest to allow an employee to take vacation leave due to limitations such as lack of adequate staffing or time constrained projects.

- B. Employees may request a payout of accrued vacation of up to 40 hours per year. The requested payout must be in increments of 10 hours. The payout will be made on the first pay period in December. Employees desiring a payout must submit paperwork by November 1st.

### **SECTION 3 SICK LEAVE**

#### **A. ENTITLEMENT**

Employees shall earn one hundred twenty (120) hours of sick leave per year prorated by pay period. Annually, the City shall permit employees to utilize fifty (50) hours of their accrued sick leave as paid time off for reasons of personal business (not related to illness). These days shall not be regarded as "sick leave used" for any personnel purposes, including employee discipline, evaluations, promotions, assignments, etc.

## B. SICK LEAVE PROGRAM

### 1. Illness or Injury Leave Notification and Verification Procedure:

In the event of an absence due to illness or injury, employees must notify their department supervisor (or the supervisor's designee), prior to or at the beginning of their shift starting time. Employees who are incapacitated and cannot notify their department supervisor, must notify their supervisor at the earliest possible time and may have a spouse or other person contact their supervisor within the time limit specified above.

2. An employee that become ill or injured, while working on the job, must request their supervisor's approval to leave work. Those employees injured on the job must file a "First Report of Injury" form and receive authorization for medical treatment from their supervisor.
3. The notification to the department supervisor must include a reason for the absence that is in accordance with current law and an estimated return date. This information will be logged by the department for future reference.
4. Failure to notify the department supervisor, as stated in Notification Section 1, will result in the forfeiture of the sick leave for the period of absence and may result in disciplinary action.
5. All absences not due to illness or injury must be requested as noted in the appropriate leave sections.
6. Verification In the event that employees have, in their supervisor's sole opinion, an absenteeism problem, an excessive use of sick leave, or have a suspicious absence or group of absences, the supervisor may attempt to verify the absence or proper use of sick leave by any of the following:
  - a. Telephoning the employee at home (or appropriate location).
  - b. Visiting employee at home.
  - c. A sub-rosa investigation.
  - d. A medical evaluation at the City's expense, or

- e. A medical evaluation at the employee's expense (A licensed physician must complete the medical evaluation which must include the reason for the absence and permission to return to work.
7. Where an excessive absenteeism pattern has been established without clear justification for said leave, a supervisor may schedule a counseling session to determine the reasons or justification for the excessive use. The counseling session shall be conducted by the Personnel Officer and other attendees of the session shall include the employee, a representative chosen by the employee, if any, and the department representatives. This session shall be documented by a written summary of the abuse problems and discussion. The summary shall be issued by the Personnel Officer and a copy distributed to attendees of the session and to the affected employee's Personnel file.
  8. The purpose of the counseling session is to improve the employee's attendance and/or warn the employee about the consequences of continued abuse. If there is a specific abuse that warrants discipline, or if the above counseling session does not correct abuses, then action will be taken to correct the abuse problem through the discipline process (Section 11, Civil Service Rules and Regulations).

#### **C. SICK LEAVE ADVANCES**

The City will not provide advances in sick leave when an employee has depleted his/ her sick leave balances.

#### **D. SICK LEAVE PAYOFF**

1. Employees hired before January 1, 1993, have unlimited sick leave accrual and will be paid according to years of service based on the formula below at the employee's rate of pay at the time of separation.
2. Employees hired on or after January 1, 1993, have a cap on sick leave cash-out of six hundred hours (600) hours and will be paid according to years of service based on the formula below at the employee's rate of pay at the time of separation.

3. Accumulated unused sick leave shall be paid off based on the following formula:
  - a. 15-19 years of service -  
50% reimbursement of eligible unused sick leave.
  - b. 20 years or more of service -  
75% reimbursement of eligible unused sick leave.
4. The employee may choose to receive the benefit immediately (Option 1), or choose to receive the benefit over a period of time (Option 2).
  - a. **OPTION 1:** At separation: Payoff per above formula.
  - b. **OPTION 2:** At separation:  
  
25% of payoff per above formula.  
1 year after separation: 25% of payoff per above formula.  
2 years after separation: 25% of payoff per above formula.  
3 years after separation: 25% of payoff per above formula.

In reference to Option #2, in the event of a hardship or death of the ex-employee, the remaining balance of the payoff shall be paid in full upon request with proper justification. (The application of this plan is subject to Federal and State restrictions.)

## **SECTION 4      PAY FOR JURY DUTY**

### **A. JURY DUTY SERVICE**

All employees who are called for Jury Duty shall be entitled to a maximum of ten (10) days at full salary. Employees are obligated to inform the Judge that City policy is to only pay ten (10) days of service. Should an employee, through no fault of his/her own, be required to serve beyond ten (10) days, the employee will receive full salary for Jury Duty service up to an additional twenty (20) days. Exceptions may be made to this policy by the City Manager in very unusual circumstances.

## **B. ATTENDANCE**

1. A record of attendance from the Court is required and shall be turned in weekly for payroll purposes. Such record is available from the Court Administrator's office. Employee on shifts other than the normal shift shall have off the equivalent time to actual jury service plus reasonable travel time to and from their places of residence; likewise, employees on the regular work shift, who serve on night court juries will have off the actual time of service plus reasonable travel time to and from their places of residence.
2. Employees who serve on jury duty for partial days are expected to report to work if they are released from jury duty within a reasonable amount of time to report back to work (e.g. an employee on day shift serving on South Gate Court duty would be expected to return to work if excused prior to or at 4:00 P.M. However, an employee serving on jury duty for example, in downtown Los Angeles excused at 4:00 P.M. would not be expected to return to work that day). If the option for call-in service is available and workable (the court is within thirty (30) minutes travel time of South Gate), an employee should request call-in status.

## **SECTION 5 UNPAID LEAVE**

### **A. LEAVE WITHOUT PAY**

A leave of absence without pay, up to ninety (90) calendar days in any calendar year, may be granted upon the approval of the Department Head and the Personnel Officer. Leaves of absence in excess of ninety (90) calendar days must be approved by the Personnel Officer, provided, however, that for leaves of absence other than for illness or injury during any three (3) calendar year period shall not exceed one hundred eighty (180) calendar days. In the case of a bona fide illness or injury, a medical leave may be granted up to a maximum of one (1) year upon the approval of the Department Head and the Personnel Officer. In the event that an employee has no eligible leave to cover an absence from work, authorized or unauthorized, the Department Head and the Personnel Officer may approve the short term leave with due

consideration of the employee's work record (with possible counseling or discipline considerations). All applications for leaves of absence without pay shall be submitted to the Personnel Officer on a Personnel Transaction Form.

**B. CATASTROPHIC ILLNESS/INJURY**

If an employee is diagnosed by a qualified Doctor of Medicine to have a catastrophic illness (in a state of total disability from cancer, heart attack, AIDS, etc.) or has a catastrophic injury (an injury that totally disables an employee for an extended period of time), the employee may be entitled to extended health benefit coverage (Medical, Dental, & Life ins.) provided by the City (in the same fashion normally provided to the employee). This benefit requires the approval of the Department Head and Personnel Officer, and is applicable when the employee's leave benefits are exhausted, under the following formula:

<u>Years of Full-Time City</u>	<u>Months of Continued Coverage</u>
After (2) years	3 months
After (4) years	6 months
After (7) years	9 months
After (10) years	12 months

**SECTION 6 MATERNITY LEAVE**

The application of the maternity leave policy is subject to applicable State and Federal laws. The employee may use accrued paid or unpaid leave as appropriate.

**SECTION 7 FAMILY MEDICAL LEAVE ACT**

Pursuant to State & Federal law, the City will provide family and medical care leave to eligible employees. The following provisions set forth employees' rights and obligations with respect to sick leave. Rights and obligations which are not specifically set forth below are set in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless

otherwise provided by this section, "Leave" under this provision shall mean leave pursuant to the FMLA and CFRA.

- A. Amount of Leave — Eligible employees are entitled to a total of 480 hours of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- B. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.
- C. Use of Accrued Leaves While on Leave — If a member requests leave for any reasons permitted under the law, that person must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

## **SECTION 8 BEREAVEMENT**

The term "immediate family" is defined as the spouse, domestic partner, children, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, step children, step parents, foster children, foster parents, grandparents, or grandchildren of the employee or other person as approved by the City Manager or their designee.

### **A. WITHIN THE STATE**

Upon the death of the immediate family, within the state, the employee shall have thirty (30) hours leave, not chargeable to any other leave, when employee travels within the state. Employees who travel within the state may take an additional forty (40) hours of leave chargeable to sick leave.

### **B. OUT OF STATE**

Upon the death of immediate family out of state, the employee shall have forty (40) hours leave, not chargeable to any other leave,

when employee travels out of state. Employees whose bereavement requires travel out of state may take an additional thirty (30) hours leave chargeable to sick leave,

## **SECTION 9      JOB RELATED INJURY OR ILLNESS**

In the event of an absence due to a job related injury or illness, any employee who is entitled to disability payments under Workers' Compensation laws shall receive from the City the difference between such disability payments and his/her full salary for the period of absence up to a maximum of four hundred eighty (480) hours for any one injury or illness. This period of four hundred eighty (480) hours shall not be deducted from accumulated sick leave. However, any relapse at a later date shall not be compensable under this provision, although the same may be chargeable against accumulated, unused sick leave, if any.

## **SECTION 10     MILITARY LEAVE**

Military leave is restricted to normally required active duty and does not apply to such matters as weekend drills, etc. Leaves of absence for active military training, service, or other active duty obligations shall be granted in accordance with California and Federal law. Compensation, reemployment, seniority and other rights and privileges shall be governed by applicable laws. In order to verify the right to such leave, the employee shall cause a copy of his/her orders to and from military duty and relief therefrom to be filed with City's Personnel Officer. Military leave is recorded on the employee's time sheet and approved by the Department Head. Employees are entitled to receive a maximum of 80 hours of paid leave per fiscal year for annual military training. Employees are entitled to receive up to an additional 30 days (300 hours) of paid military leave if they are called to active duty (other than annual training) in the National Guard or one of the branches of the U.S. Military.

## **SECTION 11     ADMINISTRATIVE LEAVE**

Employees who have reached their maximum allowed accrual and who are denied Administrative Leave time off because of their department's need shall automatically qualify to cash out hours in excess of their allotted maximum limit.

- A. Employees will be provided Administrative Leave of 60 hours per year. Employees may carry over unused Administrative Leave to the following fiscal year, but at no time shall an employee maintain a balance of Administrative Leave greater than one hundred (100) hours.
- B. Employees may request a payout of up to 40 hours of accrued administrative leave each fiscal year. The payout request must be in increments of 10 hours. When requested, the payment will be made at the end of the fiscal year. Employees desiring a payout must submit paper work by June 1st.

**SECTION 12 SPECIAL ADMINISTRATIVE LEAVE**

Employees may be required by management to regularly attend meetings after normal working hours, such as, but not limited to, City Planning Meetings and City Council Meetings or may be required to routinely work weekends. In instances where this occurs more than once in a month, the employee may use special administrative leave under the following conditions:

- 1. No more than eighty (80) hours of leave may be used in any fiscal year.
- 2. No more than four (4) hours of leave may be used in a work week.
- 3. The amount of leave used in a work week may be no more than the amount of time spent required to work after normal work hours, up to the four (4) hour maximum, and must be used in the same week that the extra work occurred.
- 4. The employee is required to inform his/her supervisor of the intent to use the Special Administrative Leave and the supervisor may postpone the use of the leave if granting the time would seriously disrupt the accomplishment of a critical task. The Department Head may grant more than 4 hours in a week due to special circumstances.
- 5. Special Administrative Leave does not carry over to the next fiscal year.

6. There will be no payoff of "unused" Special Administrative Leave.
7. Disputes about the use of Special Administrative Leave will be resolved by good faith discussions between the City, the Union and the involved employee(s) and will not be subject to the grievance procedure.

## **ARTICLE V**

### **DISCIPLINE & GRIEVANCE PROCEDURES**

#### **SECTION 1**

- A. The Personnel Officer or appropriate appointing authority may take disciplinary action for cause against an employee and within a reasonable period of time after the alleged wrong-doing by the employee. The term "disciplinary action," shall be limited in meaning to any of the following:

1. **DEMOTION, DISCHARGE, OR REDUCTION IN SALARY**

Such disciplinary action may take the form of discharge, reduction in salary, or a demotion where there is a vacancy in the same classification series at a lower level within the department.

2. **SUSPENSION**

An appointing authority may suspend an employee for one or more of the causes for discipline specified in applicable personnel rules for a period of up to thirty (30) days.

3. **REPRIMAND/WARNINGS**

A written reprimand or written warning is part of the disciplinary process when an action or series of actions by an employee does not warrant discipline as noted in Article V, Sections B. (Notice of Disciplinary Action), however it does warrant written notification for corrective purposes. A Supervisor (or appropriate management personnel) may issue a

written reprimand or written warning to an employee for one or more of the causes for discipline specified in the applicable personnel rules. The issuing authority shall include in the document a "sunset" clause (removal date from personnel file) of eighteen (18) months, if, the employee's work record justifies said clause, the employee has no further discipline in said time period, and after said period the employee makes a written request to the Department Head for removal of said document from the employee personnel files.

**THE WRITTEN REPRIMAND OR WARNING SHALL ONLY BE REVIEWED AS FOLLOWS:**

- a. After receipt of written reprimand or written warning, the employee may request a review of said document to issuing authority within ten (10) working days. Said review may include an oral response and/ or written response. The issuing authority's decision may be to rescind the document, to modify the document with no change in content. The employee shall be notified, orally or in writing, of the decision of the issuing authority.
- b. The employee may request said decision be reviewed by the Department Head, if applicable, within ten (10) days after said notification. The same review process shall be conducted as stated in Article V, Section 1.B.(Notice of Disciplinary Action).
- c. The employee may request that the above decision be reviewed by the Personnel Officer, within ten (10) days after said notification. The same review process shall be conducted as stated in Article V., Section 1.B. (Notice of Disciplinary Action). The decision of the personnel officer shall be final with no further review of the reprimand or warning.

**B. NOTICE OF DISCIPLINARY ACTION**

At any time any disciplinary action is proposed to be taken against any classified employee, he shall be served with written notice at least ten (10) working days prior to the effective date of the

proposed disciplinary action, either personally or by certified mail. Said notice shall state the proposed action, the effective date if implemented, the reasons therefore, a copy of the charges and materials upon which the proposed action is based, and a copy of Article V of this Agreement. In termination cases, the concerned employee may be suspended from duty, at full pay, from the time notice is served until the effective date of termination.

#### **1. SKELLY PROCEEDING**

Prior to implementing the disciplinary action, a Skelly proceeding will take place to allow the employee an opportunity to respond to the proposed discipline and charges, either orally or in writing, or both. The results of the proceeding may initially be given to the employee orally; however, a written decision will be issued within ten (10) working days of the proceeding.

### **C. APPEAL OF THE DISCIPLINARY ACTION**

#### **1. APPEAL TO PERSONNEL OFFICER**

A classified employee may file with the Personnel Officer, in writing, an appeal to the disciplinary action and charges. Said appeal shall be filed with the Personnel Officer not more than ten (10) working days after receiving the discipline, or the written results of the Skelly Proceeding reference in Article V., Section 1.B.1 (Notice of Disciplinary Action/Skelly Proceeding). Hereinabove, whichever is later. The Personnel Officer shall conduct a hearing not more than ten (10) working days after receipt of an appeal and issue a written decision after the hearing and a copy shall be given to the employee. The Personnel Officer shall issue said decision within thirty (30) calendar days.

#### **2. APPEAL TO CIVIL SERVICE COMMISSION**

Should the classified employee desire further review by the Civil Service Commission of the disciplinary action, s/he shall file a written request with the Personnel Officer not more than ten (10) working days after receipt of a notice of decision by the

Personnel Officer referred to in the paragraph hereinabove. Said written request shall contain the names and addresses of any witnesses the employee wishes present at the hearing before the Civil Service Commission.

a. **HEARING AN APPEAL**

Within six (6) weeks of receipt of an appeal (referred to above), the Civil Service Commission shall hold a hearing and its Chairperson shall direct the Personnel Officer to notify those whose presence is required. The appellant shall be entitled to appear personally and to have counsel and he shall be notified in writing of the time and place of meeting. The Commission may proceed informally and the rules of evidence shall not apply.

b. **PUBLIC HEARINGS**

The fact finding aspect of the Civil Service Commission hearings shall be open to the public. The deliberative aspect of such proceedings shall be held in closed session unless the law shall otherwise require.

c. **FAILURE OF AN APPELLANT TO APPEAR**

Failure of an appellant or his or her counsel to appear at the hearing shall be deemed to be a withdrawal of his/her appeal and the action of the appointing authority shall be final.

d. **CONDUCT OF HEARINGS**

At the hearings provided for herein, there will be a Presiding Officer, selected by a process of alternating elimination of names provided by the City. S/He shall convene the hearing, declare adjournments, recesses and continuances, shall maintain good order and shall call upon the parties to present witnesses, argument and other matters in the normal course of proceedings. S/He shall rule upon all objections, procedural motions and other matters which may come before the Commission except that any ruling made by the Presiding Officer may be reversed by majority vote of the

Commission. At the conclusion of the hearing, after all evidence and arguments have been presented, the matter shall be deemed submitted to the Commission for decision. The Commission shall determine, by majority vote, whether to affirm, reverse or modify the disciplinary action taken. The Commission may, at its discretion, deliberate in open session or in closed session. The Commission may, at its discretion, obtain during such deliberation the advice of the Presiding Officer and said advice is to be rendered in confidence and within the attorney/client privilege.

**e. CITY COUNCIL REVIEW**

The findings of fact and conclusions of law submitted by the Civil Service Commission shall be delivered to the employee (or his/her representative or legal counsel), the Department Head of the employee's department (or legal counsel), the City Council, the City Manager, the City Attorney and the Personnel Officer. The findings of fact and conclusions of law shall be final and binding unless within thirty (30) calendar days after receipt thereof a written request for review by the City Council is filed with the Personnel Officer or his/her designated authorized representative. A written request for review by the City Council may be filed by the employee (or his/her representative or legal counsel), the Department Head of the employee's department (or legal counsel), any member of the City Council, the City Manager, or the Personnel Officer. The Personnel Officer will notify all parties that the request for review has been filed. The City Council shall conduct said review within six (6) weeks of receipt of the appeal.

**f. GENERAL DEFINITIONS**

**1. WORKING DAYS**

The term "working days" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 A.M. to 6:00 P.M., excluding Holidays.

## **2. TIME LIMITS**

The failure to submit an appeal within the time limits specified in the various steps provided above shall result in the settlement of the discipline appeal in accordance with the last answer or response given which shall be final and binding, with the exception of elevating a disciplinary action to the Personnel Officer or Civil Service Commission. All time limits and grievance steps may be shortened, extended or waived, but only by a mutual written agreement signed by the employee and a City representative.

## **3. PROCEDURAL EXTENSIONS**

The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

## **4. EMPLOYEE REPRESENTATIVE**

The employee "representative" referred to herein above may be an employee of the City.

## **SECTION 2 GRIEVANCE PROCEDURE**

### **A. SCOPE**

This Grievance Procedure shall be the exclusive means for resolving all grievances as that term is defined hereinabove except that the following disputes shall not be subject to the provisions thereof:

1. Any dispute arising out of or in connection with meeting and conferring pursuant to Resolution No. 3674.
2. Any dispute arising in or from, or involving a strike, work stoppage or cessation of work in any form by employees of the City.

3. Any appeal concerning disciplinary action affecting any employee (See Article V., Section 1 – Discipline and Grievance Procedures).

## **B. PROCEDURE**

STEP 1 A grievance may be initiated in this Step 1 by an employee or group of employees by presenting the grievance orally to the immediate supervisor of the employee or employees involved. The grievance must be submitted to said supervisor within fifteen (15) working days following the occurrence of the event upon which the grievance is based. The supervisor will give an oral answer to the employee or employees involved within no more than fifteen (15) working days after the grievance was orally presented.

STEP 2 If the grievance remains unresolved after Step 1, the grievance may be moved to Step 2 by submitting the same to the Department Head. The grievance shall be submitted in writing on a form supplied by the City. The grievance must be submitted in Step 2 no later than ten (10) working days after the answer in Step 1 has been received or the time for such answer has expired. Within no more than ten (10) working days after receipt of grievance, a meeting will be held with the Department Head and the employee or employees involved. A representative of the employee or employees may be present if requested. Grievances submitted in Step 2 shall be answered in writing within ten (10) working days of said meeting.

STEP 3 If the grievance remains unresolved after Step 2, the grievance shall be moved immediately by the Department Head or the employee or employees involved to Step 3 by submitting a copy of the written form provided in Step 2 to the Personnel Officer.

- a. Within no more than ten (10) working days after receipt of the written grievance, a meeting shall be scheduled between the Personnel Officer and the

employee or employees involved. A representative of the employee or employees may be present if requested.

- b. Grievances involving a dispute between the City and a Recognized Employee Organization may be initiated in this Step by either party in said written form within ten (10) working days of the occurrence of the event giving rise to the grievance. In that event, a meeting shall be scheduled within ten (10) working days of receipt of said written grievance between no more than two (2) designated representatives of the City and two (2) of the Recognized Employee Organization. In addition, the employee or employees involved, if any, the Department Head, and the immediate supervisor shall be entitled to be present at the meeting.
- c. Grievances submitted in Step 3 shall be answered by the Personnel Officer in writing within ten (10) working days of said meeting(s).

STEP 4 If the dispute remains unresolved after Step 3, the aggrieved party can request review by the City's Civil Service Commission. Such a request must be submitted in writing to the Personnel Officer within ten (10) working days after the answer in Step 3 has been received or the time for such answer has expired. The request for review shall be made on a form supplied by the City. Within thirty (30) calendar days after the receipt of a request for review, the Civil Service Commission shall hold a hearing. The Personnel Officer shall notify the aggrieved party of the date, time and place of the hearing. The aggrieved party has the right to appear personally and to have counsel appear on its behalf. The hearing shall be conducted pursuant to Article V, Section 1, Subsection d. (Conduct of Hearings), above.

The fact finding aspect of the Civil Service Commission hearings shall be open to the public, the deliberative aspect of such proceedings shall be held in closed session

unless the law shall otherwise require. The decision of the Civil Service Commission shall be final and binding upon all parties unless review by the City Council is invoked under the herein below provided provisions.

### **C. REVIEW BY CITY COUNCIL**

The action of the Civil Service Commission shall be final and binding unless within thirty (30) calendar days thereafter a request for review by the City Council is filed with the Personnel Officer, or the City Council, on its own motion, requests review thereof within said period.

### **D. GENERAL DEFINITIONS**

#### **1. EMPLOYEE REPRESENTATIVE**

The employee "representative" referred to in Steps 2 and 3 above may be an employee of the City.

#### **2. GRIEVANCE DEFINED**

"Grievance" means any dispute or difference between the City and any employee or group of employees, concerning the interpretation or application of any written City ordinance, resolution, rule, policy, practice or procedure governing the wages, hours and working conditions of City employees. The term "grievance" also includes any dispute or difference between the City and a recognized employee organization concerning the interpretation or application of any existing memorandum of understanding between the City and said recognized employee organization.

#### **3. PROCEDURAL EXTENSIONS**

The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

#### **4. TIME LIMITS**

The failure to submit a grievance within the time limits specified in the various steps provided above shall result in the settlement of the grievance in accordance with the last answer or response given which shall be final and binding, with the exception of elevating a disciplinary action to the Personnel Officer of Civil Service Commission. All time limits and grievance steps may be shortened, extended or waived, but only by a mutual written agreement signed by the employee and a City representative.

#### **5. WORKING DAYS**

The term "working days" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 A.M. to 6:00 P.M., excluding Holidays.

### **ARTICLE VI**

#### **IMPLEMENTATION OF**

#### **MEMORANDUM OF UNDERSTANDING**

##### **SECTION 1 WAGE RIGHTS**

- A. The Union promises and warrants, that upon acceptance of the aforementioned recommendations of the City's Representatives Designee by the City Council, its members will provide service to the City upon the terms and conditions herein stated.
- B. Subject to the provisions of this Agreement, the parties hereto do hereby agree and acknowledge that the City shall retain all its usual rights and responsibilities.
- C. It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal or State wage and salary control laws and regulations as well as all other applicable Federal and State laws or regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations or

is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall remain in full force and effect.

## ARTICLE VII

### LAYOFFS

For the purposes of this article "business day," is defined as the normal operating days for personnel, currently Monday through Thursday.

- A. The City Council or City Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give employees covered by this MOU not less than fifteen (15) business days advance notice of lay-off and the reason therefore. However, no full-time employee shall be separated from a department while regular part-time, or hourly employees are serving in the same positions in the department. The conditions of lay-off shall be as follows:

#### 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 records of the employees considered for lay-off are not equal:

- 1) Employee's last four (4) performance evaluations rating, if in existence.
- 2) History of employee written disciplinary actions.
- 3) Attendance record tardiness, and unexcused absences.
- 4) 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.

The City shall have the burden of establishing the above criteria.

**B. Bumping Rights**

The employee laid-off shall be entitled to bump to the position in a class in which he/she currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class. After the City has notified the affected employee and also the position available to the employee, if any, to bump, he/she must notify the Personnel Officer of his/her intent to exercise the bumping rights within fourteen (14) business days of the position, and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid-off for the same reason as the person who bumped him/ her and shall in the same manner be eligible to bump to a position in a class within the City in which he/she formally had a permanent position.

**C. Appointment of Laid-Off Employees to Lower Class**

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

**D. Applicability**

These provisions shall apply to all classified positions, including regular part-time positions to the extent any regular part-time positions are covered by this MOU, but shall not apply to unclassified, probationary, hourly, and temporary positions.

**E. Lay-off List**

The lay-off list shall consist of those employees laid-off in the classification ranked in order of seniority. If there is a classification

of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked classification.

A laid-off employee shall retain re-employment rights to the classification from which he was laid-off irrespective of his acceptance of reemployment at a lesser rank.

F. **No Probation and Evaluation of Bumped Employee**

Employees who bump or are bumped shall not be required to serve a probationary period and shall be evaluated using the same criteria and process as other fully vested and tenured employees.

**ARTICLE VIII**

**REHIRES AND CONTRACT EMPLOYEES/CONSULTANTS**

In the event that the City hires a contract employee or a full time bargaining unit employee retires under CalPERS, and is hired back under City and PERS rules as a part-time employee (or as a separate contractor) the employee shall not engage in the formal discipline and evaluation of full or part-time bargaining unit employees.

Issues related the contract/retired employee's ability to supervise shall be addressed in the Joint Labor Management Committee (Article I, Section 11). Additionally, if the City decides to hire a contract employee for a duration of longer than six (6) months, the Joint Labor Management Committee shall negotiate any extension of time.

**ARTICLE IX**

**FULL UNDERSTANDING**

This MOU is the result of a joint effort by the Union and the City to capture all past agreements between the parties that are still applicable and active. If an issue or practice is included in this MOU, the language of this MOU is controlling. If an issue or practice is not included in this MOU and there is a clear practice or a current written practice, such as the City's Salary Resolution, covering the issue, the past practice or written practice will be controlling.

## APPENDIX A

### RANGES, STEPS AND JOB TITLES

#### Salary Pay Table

Pay Plan Category G – Classified Professional Mid-Management Employees  
Effective 09-09-2014 to 06-30-2015 (0% Increase, No COLA)

		Step A	Step B	Step C	Step D	Step E
601	ADMINISTRATIVE ASSISTANT	4,014	4,215	4,425	4,647	4,879
602	ECONOMIC DEVELOPMENT SPECIALIST	4,112	4,318	4,534	4,760	4,998
606	HOUSING & GRANTS ANALYST	4,260	4,473	4,697	4,931	5,178
609	RECREATION SUPERVISOR	4,725	4,961	5,209	5,470	5,743
610	MANAGEMENT ANALYST	4,789	5,028	5,280	5,544	5,821
610	ADMINISTRATIVE ANALYST	4,789	5,028	5,280	5,544	5,821
610	ADMINISTRATIVE SERVICES COORDINATOR	4,789	5,028	5,280	5,544	5,821
610	BUDGET & PAYROLL ANALYST	4,789	5,028	5,280	5,544	5,821
611	TRAINING SPECIALIST	4,813	5,053	5,306	5,571	5,850
612	CRIME ANALYST	4,847	5,089	5,344	5,611	5,892
613	CUSTOMER SERVICE SUPERVISOR	4,998	5,248	5,511	5,786	6,076
614	ACCOUNTANT	5,049	5,302	5,567	5,845	6,137
615	ASSISTANT ENGINEER	5,081	5,335	5,602	5,882	6,176
619	SENIOR ADMINISTRATIVE ANALYST	5,540	5,817	6,108	6,414	6,734
621	SENIOR ACCOUNTANT	5,704	5,989	6,289	6,603	6,933
623	SENIOR PLANNER	5,872	6,165	6,474	6,797	7,137
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	5,872	6,165	6,474	6,797	7,137
624	EMERGENCY & TECHNICAL SVCS. MANAGER	5,931	6,227	6,538	6,865	7,209
625	INFORMATION SYSTEMS ADMINISTRATOR	5,931	6,227	6,538	6,865	7,209
626	EQUIP. MAINTENANCE SUPERINTENDENT	6,127	6,433	6,755	7,093	7,447
627	PURCHASING MANAGER	6,150	6,457	6,780	7,119	7,475
628	SENIOR ENGINEER	6,696	7,031	7,383	7,752	8,139
629	ELECTRIC & GEN MAINT, SUPERINTENDENT	6,925	7,271	7,635	8,016	8,417
629	STREET & SEWER SUPERINTENDENT	6,925	7,271	7,635	8,016	8,417
630	WATER DIVISION MANAGER	7,765	8,153	8,561	8,989	9,438
631	SENIOR CIVIL ENGINEER	7,625	8,006	8,407	8,827	9,268
632	FAMILY VIOLENCE PROGRAM COORDINATOR	5,429	5,701	5,986	6,285	6,599
850	POLICE SECRETARY (CONF)	4,133	4,340	4,557	4,784	5,024
851	EXECUTIVE ASSISTANT (CONF)	4,927	5,174	5,432	5,704	5,989
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	4,927	5,174	5,432	5,704	5,989
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	4,927	5,174	5,432	5,704	5,989

**Memorandum of Understanding between the City of South Gate and  
the South Gate Professional Mid-Management Association**

~Signature page~

The City and the Association acknowledge that this Agreement is entered into the 13th day of January 2015, and is subject to it being executed by authorized representatives.

**CITY OF SOUTH GATE:**

Henry C. Gonzalez  
Henry C. Gonzalez, Mayor

Date: 1-27-15

**SOUTH GATE MUNICIPAL  
EMPLOYEES ASSOCIATION:**

By: [Signature]  
Its Duly Authorized Representative

Date: 2/2/2015

By: [Signature]  
Its Duly Authorized Representative

Date: 2-19-2015

**ATTEST:**

[Signature]  
Carmen Avalos, City Clerk

(SEAL)

[Signature]

2-23-15

Negotiator

**APPROVED AS TO FORM:**

[Signature]  
Raul F. Salinas, City Attorney

# SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SOUTH GATE

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721**

This Side Letter of Agreement (“Agreement”) between the City of South Gate (“City”) and the Service Employees International Union (SEIU) Local 721 (Union) (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, the parties’ recently entered negotiations to bargain a successor Memorandum of Understanding for the Professional Mid-Management Association (“PMMA”) unit and Municipal Employees Association (“MEA”) unit. The parties agree to meet and confer or meet and discuss on the following subjects presented at negotiations:

**WHEREAS**, the following sets forth the parties’ Agreement:

1. Classification and Compensation Study

The City shall conduct a classification and compensation study as reasonably after City Council approval of this MOU. Prior to conducting the classification and compensation study, the Parties shall meet and confer to exchange ideas and proposals on the methodology, parameters, classifications, cities, and any, all subjects related to the development of the classification and compensation study. Said meet and confer sessions shall be conducted four (4) months prior to conducting the classification and compensation study.

2. Article III (7) – Loss Prevention Program & Medical Protection for Commercial License Operators

The parties agree to meet three (3) months after City Council approval of this MOU to discuss and exchange proposals relating to classifications requiring a commercial license as a term and condition of employment.

3. Certificate Pay – Intermediate and Advanced POST Certification Pay

The parties agree to meet three (3) months after City Council approval of this MOU to discuss and exchange proposals relating to Intermediate and Advanced POST Certification pay.

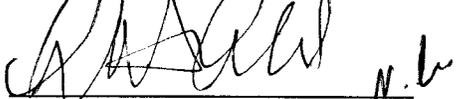
4. FLSA

The parties agree to continue to meet and discuss FLSA related subjects as they pertain to PMMA.

**Memorandum of Understanding between the City of South Gate and  
the South Gate Professional Mid-Management Association**

~Signature Page ~

**FOR THE CITY OF SOUTH GATE**

  
Michael Flad, City Manager

1-28-15  
Date

**FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721**

  
Eloy Alvarez, Contract Negotiator

2-23-15  
Date