

COMPREHENSIVE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF
LYNWOOD AND
THE LYNWOOD EMPLOYEES MANAGEMENT GROUP
July 1, 2017- June 30, 2020

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ARTICLE 1
IMPLEMENTATION

The wages, hours, and other terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") have been discussed and jointly proposed by and between the City of Lynwood ("City"), by and through the City's Municipal Employee Relations Officer, and representatives of the Lynwood Employees Management Group (hereinafter "Group"), and shall apply to all employees of the City working in the classifications as set forth herein. The wages, hours, and other terms and conditions of employment set forth in this MOU have been discussed in good faith between the City and Group, and the Municipal Employee Relations Officer agrees to recommend to the Lynwood City Council that all of the wages, hours, and other terms and conditions of employment as set forth herein be incorporated in full in a resolution of the City Council or, where appropriate, in a policy statement. Upon the adoption of such a resolution and/or policy statement, all wages, hours, and other terms and conditions of employment set forth in this MOU so incorporated, shall become effective as provided without any further action by either party.

ARTICLE 2
EMPLOYEE RECOGNITION

- A. The City hereby continues to recognize the Lynwood Employee Management Group ("Group") as the recognized employee organization for all professional and management positions to the fullest extent allowable under California law applying to public employees and as further defined in Resolution No. 2002.103, adopted by the Lynwood City Council on July 16, 2002. The Group is the recognized bargaining agent for the management and professional employee unit ("Unit").
- B. The Meyers-Milias-Brown Act ("MMBA") does not define either "confidential" or "management" employee, and Government Code Section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. Resolution No. 2002.103 defines a "confidential employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employer-employee relations. It defines a "management supervisory employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs." While employees designated as "confidential" employees may be represented by the Group, the parties acknowledge and agree that such designated employees may not represent the Group or the Unit, participate in the bargaining process, or share any confidential information in

connection with labor relations that would undermine the respective roles of each party in the bargaining process.

- C. It is acknowledged and agreed that the following positions are **expressly excluded from the management and professional employee unit and from representation by the Group** and from coverage under this MOU: All elected officials, the City Manager, the Assistant City Manager, all "At-Will" Department Directors, and the Assistant to the City Manager.

- D. It is acknowledged and agreed that the following **positions are within the represented Unit but shall be designated as "confidential"**: Deputy City Treasurer, Accounting & Auditing Supervisor, Financial Analyst, Personnel Analyst III, Senior Human Resources & Risk Analyst.

- E. It is acknowledged and agreed that the positions listed below are expressly covered by this MOU. Any and all future management and/or professional positions below the level of Director created during the term of this MOU shall be added to the list below and considered part of the management and professional employee unit represented by the Group in accordance with the express provisions of Resolution No. 2002.103 governing the creation of new job positions and/or classifications.

LIST OF REPRESENTED MANAGEMENT AND PROFESSIONAL POSITIONS

*** = Confidential**
+ = Management Employee

* Accounting and Auditing Supervisor
+Assistant City Engineer
Billing and Collections Supervisor
+Building Official

*+Deputy City Treasurer
+Deputy City Clerk

Deputy Director of Recreation and Community Services

Public Safety Manager
Planning Manager

Electrical Maintenance Supervisor
* Financial Analyst

* Personnel Analyst III
+Principal Planner
Public Works Special Projects Manager
Public Works Operations Manager

Recreation Facility and Program Supervisor
Recreation Superintendent II

Senior Administrative Analyst
*+Senior Human Resources and Risk Analyst
Street Maintenance Supervisor
+Systems Analyst
Public Works Operations Supervisor
Utility Services Supervisor

ARTICLE 3 CITY RIGHTS

- A. It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. Said powers and authority include, but are not limited to, the exclusive right to: determine its organization; direct the work of its employees; determine the times of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City operations; build, move, modify, or close facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on matters in the event of emergency. In addition, the City retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline employees.
- B. In case of emergency, the City retains its right to amend, modify, or rescind provisions of this MOU. Such amendment, modification, or rescission shall remain in force only for the period of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the City Council.

ARTICLE 4
ASSOCIATION RIGHTS

The Group has the right to conduct Group business as follows:

- A. The right to use City facilities to hold official scheduled meetings regarding Group business and the right to use City equipment, including telephones and photocopiers for reasonable Group purposes in an amount not to exceed \$50.00 per month. If the amount exceeds the \$50.00 limit, then the Group shall reimburse the City for such costs, including copy charges of 3 cents and 5 cents per page for letter or legal size copies, respectively, and 8 cents and 15 cents for color copies of same. Reasonable Group purposes and/or business shall not include administrative claims or proceedings, civil proceedings, political activities, campaigning, or any decertification or representation disputes with any other employee organization.
- B. The right to post information concerning elections, benefits, notices, reports, programs, and promotions. (Bulletin Board).
- C. The right to notice by the City of new employees in the Unit. Such notice shall include name, home address, home phone number, classification, work hours, department, starting salary, and work location.
- D. The Human Resources Department shall distribute informational materials provided by the Group to new employees, and 15 minutes will be set aside for the employee to meet with a representative of the Group during the in-processing orientation. Any additional meetings between new hires and Group Shop Stewards shall be outside normal business hours.
- E. The right to designate authorized representatives who shall have access to work locations and employees, subject to Department Head approval, when such access does not unduly interfere with the departmental operations and is in the course of grievance resolution. The Group may designate one Shop Steward per department. The appropriate steward shall request in writing and shall be allowed reasonable time off during duty hours for this purpose, provided the time requested does not substantially impact departmental operations. In the event the Steward cannot be released as requested, the supervisor shall provide an alternate time within the next forty-eight (48) hours. In the event that an alternate time is provided, all time limits in the grievance procedure shall be extended for an amount of time equal to the delay. Stewards shall be designated in advance by written notice from the Group to the Human Resources Director and the Steward's Departmental Director.
- F. The Group shall be allowed the use of the City's intranet for purposes of Group related communications.

- G. The Group shall be entitled to hold four (4) one-hour meetings annually or one per quarter during duty hours. These meetings will be held from 5:00 - 6:00 p.m. and all, as reasonably possible, Group represented employees shall be released from work in order to attend.

ARTICLE 5
STEP INCREASES

Employees are eligible for a step increase upon successful completion of probation and thereafter will be considered on the basis of merit after intervals of one (1) year shall receive the Step B salary at the successful completion of the probationary period. Increases to Step C, D, and E within any pay range shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

Step C - One (1) year after the Step B increase

Step D-One (1) year after the Step C increase Step

E- One (1) year after the Step D increase

Section 2. Employees hired or promoted -to any step above Step A shall receive the next step at the successful completion of the probationary period. Other increases within the range shall be followed in the method described in Section 1.

Section 3. New employees, as well as current employees accepting another position within the bargaining Unit, shall be appointed at the first step of the salary range to which their class is assigned, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the class and justify a beginning salary in excess of such minimum compensation. Upon recommendation of the Department Head, the City Manager may authorize an appointment to this position at any higher step.

The Department Head shall submit his/her recommendation to the City Manager in such form, together with such information as the City Manager may require.

The provisions of this Article do not apply to those hired or employed on a part-time basis.

ARTICLE 6
SALARIES/WAGES/DUES DEDUCTIONS

Section 1. Salary Adjustments.-

- a. Effective July 1, 2017, all full-time represented Unit members shall receive one percent (1%) base salary Cost of Living Adjustment (“COLA”) increase.
- b. Effective the first full pay period in July 2017, all full-time represented unit members shall receive a five percent (5%) “Signing Bonus”
- c. Effective July 1, 2018, all full-time represented Unit members shall receive three percent (3%) base salary COLA increase.
- d. Effective July 1, 2019, all full-time represented Unit members shall receive four percent (4%) base salary COLA increase.
- e. Class and Compensation will be completed and implemented by September 30, 2019.

Section 2. Mandatory Direct Deposit. All Group represented employees shall be on electronic direct payroll deposit.

Section 3. Dues Deduction. The City agrees to allow voluntary Group dues deduction from each Group member's first and second paycheck of each month and remit to the Group all such monies as are authorized in writing by the employees using dues deduction authorization forms similar to those already in place for other employee organizations in the City or as otherwise mutually negotiated. The Group shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to this provision or the obligations hereunder. The City reserves the right to select its own counsel for its defense hereunder at the Group's expense.

Section 4. Agency Shop Agreement. The City and the Group have negotiated an agency shop agreement for all Group represented non-management employees pursuant to Government Code Section 3502.5 as follows:

- A. As used in this MOU, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the Group as the recognized employee organization or to pay the Group a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Group.
- B. An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Group as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency

shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Proof of the payments shall be made by the employee to the City on a monthly basis as a condition of continued exemption from the requirement of financial support to the Group.

- C. The Group shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Group, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. § 401 *et seq.*) covering employees governed by this chapter, or required to file financial reports under Government Code Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.
- D. The City agrees to have agency shop dues deducted from each Group member's first and second paycheck of each month and remit to the Group all such monies as are authorized in writing by the employees using dues deduction authorization forms similar to those already in place for other employee organizations in the City or as otherwise mutually negotiated.
- E. The Group shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to dues deduction, agency shop, or any provision or obligation set forth in this Section. The City reserves the right to select its own counsel for its defense hereunder at the Group's expense.

ARTICLE 7 EXECUTIVE LEAVE

It is agreed that management employees who are assigned to regularly attend City Council, Commission, or Board meetings shall be granted ninety (90) hours Executive Leave annually. All other management staff shall receive seventy (70) hours annually. The full annual amount of Executive Leave shall be credited to management employees on July 1 of each Fiscal Year.

Except as expressly limited herein, executive leave may be taken at any time after the first of the calendar year with the approval of the employee's Department Head and/or the City Manager. Executive Leave may not be accrued beyond the present calendar year. Unused Executive Leave at the end of a calendar year (December 31) or upon leaving employment will be lost. Any overuse of Executive Leave

shall be repaid in full to the City upon termination of City employment.

A Personnel Status Report form will be required for approval of the ninety (90) hours of Executive Leave.

ARTICLE 8
AUTO ALLOWANCES

Automobile allowances are provided either at \$500.00 or \$300.00 per month as determined by the City Manager. Employees who drive on the job and do not receive an auto allowance shall instead receive mileage reimbursement, per Internal Revenue Service standard (currently 56.5 cents per mile) for the duration of this MOU.

ARTICLE 9
BILINGUAL PAY

The City Manager may grant compensation to full-time employees who have passed their initial probationary period for using bilingual skills in the course of work, provided that such employees use bilingual skills at least twenty percent (20%) of their working time for either written or oral communication.

Employees required to use bilingual skills in the course of their work may request bilingual pay by submitting written justification approved by their Department Head to the City Manager.

Those employees approved by the City Manager for bilingual pay shall be required to pass a language proficiency examination.

Bilingual pay shall be one hundred twenty-five dollars (\$125.00) per month paid on a biweekly basis, effective the first full pay period after the first of the month following the submission of a Personnel Status Report form with proper approval.

ARTICLE 10
PROJECT COORDINATOR PAY

Upon recommendation of the respective Department Head, eligibility verification by the Human Resources Director, and approval by the City Manager, employees are eligible for Project Coordinator Pay in increments of one hundred dollars (\$100.00) up to a maximum of five hundred dollars (\$500.00) per month. Project Coordinator Pay is intended for performing duties on a project basis outside an employee's job classification and limited to a twelve (12) month (one year) period unless otherwise approved by the City Manager or his/her designee. Any employee receiving Acting Duty Pay or Additional Duties Pay for performing duties outside the employee's classification shall not be eligible for Project Coordinator Pay for performing those same duties for which they are already being compensated.

ARTICLE 11
TOOL ALLOWANCE

The Equipment Repair Supervisor shall receive an allowance for furnishing and using his/her own tools. The allowance is payable annually in June through payroll. The amount of payment will be calculated at the rate of forty dollars (\$40.00) per full month of employment during the previous twelve (12) month period. If the employee leaves City service prior to the June payment date, the amount of tool allowance payment will be as accrued with appropriate documentation initiated by the department prior to termination of City employment.

ARTICLE 12
UNIFORM AND CLOTHING ALLOWANCE

The City will furnish Public Works Department management employees, whose duties require wearing uniforms, three (3) uniform changes per week plus one (1) additional laundered shirt per week.

Effective the first payday in December of 2004, position titles identified below that are required to wear OSHA safety boots/shoes shall receive two hundred dollars (\$200.00) as a uniform allowance annually:

- Public Safety Manager
- Public Works Operations Supervisor
- Utility Services Supervisor
- Street Maintenance Supervisor
- Building Official
- Electrical Maintenance Supervisor

The allowance is taxable and will be included within the employee's paycheck.

ARTICLE 13
MILEAGE REIMBURSEMENT

With the approval of the employee's Department Head and the City Manager, the City will reimburse those management employees who do not receive an Auto Allowance and who are required to use their personal vehicles for the purpose of conducting City business at the rate contained in the current Internal Revenue Service code book (currently 56.5 cents per mile). Employees receiving monthly automobile allowances are not eligible for mileage reimbursement.

Employees must document the date, destination, and beginning and ending odometer reading from their vehicles in supporting the request. Said information must be logged on a Mileage Claim Form when requesting payment.

ARTICLE 14
EDUCATION INCENTIVE PAY/TUITION REIMBURSEMENT

To encourage employees in undertaking outside study to the end that they may perform their duties in a more efficient manner, a system of education pay, over and above established pay schedules, is hereby established.

Section 1. Education Incentive Pay

Education incentive pay is allowable for completed courses of approved subjects at accredited schools, and is fixed at one dollar (\$1.00) per month for each semester unit of credit satisfactorily completed by the employee with a grade of "C" or better. A quarter unit is the equivalent of a semester unit and is also compensated at one dollar (\$1.00) per month. Maximum pay is fixed at one hundred fifty dollars (\$150.00) per month.

All courses of study must have prior approval by the employee's Department Head and the City Manager in order to receive education incentive pay. Accredited schools are herein defined as accredited colleges, junior colleges, universities or other schools providing college credits that are accredited by nationally recognized accrediting agencies, as determined by the U.S. Secretary of Education.

Suitable written certification from the school or granting agency showing satisfactory completion of each course or program shall be submitted to Human Resources for inclusion in employee personnel records. Education incentive pay shall commence during the first full pay period in the month following the submission of written certification.

Bachelor's/Master's Degree Pay

Certain positions within the Group do not require degrees of higher education. The City may pay employees two hundred dollars (\$200.00) per month who have graduated and received a bachelor of arts or bachelor of science degree from an accredited college or university, or the City will pay employees two hundred fifty dollars (\$250.00) per month who obtain a master's degree from an accredited college or university.

Compensation under this section **only** applies to those employees whose positions do not require a bachelor's or master's degree as set forth in the City's official job description(s). In order to qualify for compensation under this section, employees must submit a request for compensation, submit proof of the degree obtained, and receive approval by the City Manager.

Section 2. Tuition Reimbursement Program

The City will contribute one hundred percent (100%) of the cost of tuition fees for such courses, up to one thousand five hundred dollars (\$1,500.00) per semester or quarter course, while the employee is accruing the one hundred fifty dollars (\$150.00) per month maximum education incentive pay (as described above). The maximum City contribution to the cost of tuition and books is three thousand dollars (\$3,000.00) annually per employee. Tuition Reimbursement Program guidelines are available through the Human Resources Division.

The provisions of this section do not apply to employees undertaking an approved course during a regular workday or assigned shift.

Human Resources will undertake a study regarding tuition reimbursement and meet and confer with LEMG regarding the findings and any potential restructure of the Program.

Section 3. Certificate Pay Program

The City will pay three hundred dollars (\$300.00) per month Certificate Incentive Pay upon certification as a Certified Energy Manager or Leadership in Environment and Energy Design (LEED).

The City has eliminated the Certified Green Building Professional (CGBP) Certificate Pay and Corresponding Pay of \$300.00 per month unless 1) employees can individually demonstrate that the certificate is necessary to the performance of their duties, and 2) the City Manager agrees to the continuation of this previously contracted benefit for that employee.

The City Manager and/or Department Directors may add additional certificates to this program. An employee covered by this MOU may not receive Certificate Incentive Pay for more than one certificate at a time.

ARTICLE 15
LONGEVITY PROGRAM

Section 1. Effective 7-1-88, longevity pay was adopted as follows:

One percent (1%) of base salary at the end of seven (7) years of service; an additional one percent (1%) of base salary at the end of twelve (12) years of service; and an additional one percent (1%) of base salary at the end of seventeen (17) years of service; and an additional three hundred dollars (\$300.00) annually paid on a biweekly payroll basis after completion of twenty-five (25) years of service.

Section 2. Effective 1-1-89, longevity pay was modified as follows:

The same as above with deleting three hundred dollar (\$300.00) annually paid for twenty-five (25) years of service and inserting two percent (2%) of base salary at twenty-two (22) years of service.

The additional percent(s) to base salary shall be paid on normally assigned positions and not temporary or special assignments.

ARTICLE 16
EMPLOYEE'S INSURANCE COVERAGE

Health

Effective January 1, 2009, the City shall contribute toward any CalPERS health insurance plan selected by full time Group represented employees, up to the CalPERS established Kaiser-Los Angeles County family rate. The employee must pay any remaining premium for dependent coverage through payroll deduction.

For employees hired on or after January 1, 2012, the City "capped" City paid health insurance at the Kaiser Family, Los Angeles Region, coverage rate of \$1128.40. Note: This meant that employees are responsible for paying the difference for calendar year 2012 and beyond on any increases to health insurance beyond the capped amount.

With verifiable proof of non-City health benefits coverage as determined by the Human Resources Director, employees shall be eligible to receive either cash-in-lieu of benefits on a post-tax basis or a contribution in lieu of benefits to deferred compensation on a pre-tax basis in an amount equivalent to the Los Angeles County Kaiser "Employee Only" rate or five hundred dollars (\$500.00) per month, whichever is less.

Effective March 2005, the City will reimburse eligible employees up to a maximum of one hundred twenty dollars (\$120.00) for health plan co-payments incurred in the previous calendar year with proper documentation. In the event an employee incurs co-payment costs that exceed the agreed reimbursable amount of one hundred twenty dollars (\$120.00) in a given year, the employee may carry over the non-reimbursable amounts for subsequent payment up to three (3) years with proper documentation.

The City thereafter eliminated co-pay reimbursements for those employees hired on or after January 1, 2012.

Employees hired prior to January 1, 2012 are eligible for City paid health, dental, vision and life insurance upon retirement. Employees hired on or after January 1, 2012, are not eligible for City paid health, dental, vision or life insurance coverage upon

retirement.

The parties agree to reopen the MOU to meet and confer regarding the elimination of lifetime retiree medical benefits on December 31, 2017.

Dental

For full time employees hired before January 1, 2009, The City will continue to contribute up to one hundred percent (100%) of the established family rate for dental insurance selected by that employee. For full time employees hired on or after January 1, 2009, the City shall contribute up to eighty percent (80%) of the established family rate for dental insurance selected by that employee.

In March of each year of the MOU, the City will reimburse the employee for dental plan deductibles incurred in the previous calendar year. Effective November 1, 1999, the City shall enhance the current dental benefits to include a retirement benefit for employees who retire from active City service with at least five years tenure with the City. Verification of CalPERS retirement application will be required.

Effective July 1, 2002, the City shall pay a life insurance premium for all full-time Group represented employees in the amount of fifty thousand dollars (\$50,000.00) with the full cost of the premium paid by the City, inclusive of a retirement benefit as outlined for dental insurance.

Vision

For full-time employees hired before January 1, 2009, the City will continue to contribute up to one hundred percent (100%) of the established family rate for vision insurance selected by that employee. For full-time employees hired on or after January 1, 2009, the City shall contribute up to eighty percent (80%) of the established family rate for vision insurance selected by that employee. The City shall continue to include a retirement benefit for employees who retire from active City service with at least five years tenure with the City. Verification of CalPERS retirement application will be required.

Effective March 2005, the City will reimburse employees up to a maximum of thirty dollars (\$30.00) per eligible dependent/employee for vision plan co-payments incurred in the previous calendar year with proper documentation. In the event an employee incurs co-payment costs that exceed the agreed reimbursable amount of thirty dollars (\$30.00) per eligible dependent/employee in a given year, the employee may carryover the non-reimbursable amounts for subsequent payment up to three (3) years with proper documentation.

The City shall provide a flexible benefits plan in accordance with Internal Revenue Code Section 125.

The City shall maintain its Employee Assistance Program (EAP) with the full insurance premium incurred by the City.

Effective January 1, 1999, the City shall implement the State Disability Insurance Program with the full cost of such plan to be paid by the City.

ARTICLE 17 SICK LEAVE POLICY

Sick leave with pay shall be granted by the City Manager and/or his/her designee at the rate of one work day for each calendar month of service accrued at 3.69 hours per pay period or prorated if not a full pay period. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. In no event will sick leave with pay be granted in excess of that which is accrued. In the event that state and/or federal law provides employees with greater rights than those provided in this MOU, then the City's sick leave policy and practice shall conform with federal and state law as enacted or modified during the term of this MOU.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to the time set for beginning duty, unless notification is physically impractical. A physician's certificate or personal statement will be submitted for absences of three (3) days or more. The City may require a physician's certificate and release to return to work whenever there is reasonable cause to believe that there has been an abuse of sick leave or when there is reasonable doubt as to the employee's ability to perform his/her duties satisfactorily and safely. The City maintains the right to discipline any employee for excessive absenteeism.

In compliance with Labor Code Section 233, an employee shall be allowed to use in any calendar year sick leave accrued and available in an amount not less than what would be accrued in six (6) months of employment to attend to the illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling of the employee. For purposes of this section, six (6) months sick leave accrual will be based on thirteen (13) pay periods. All conditions and restrictions placed by the City upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling.

This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Family and Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

There shall be a sick leave pay off program. This program uses a sick leave limit of ninety-six (96) work days and the frozen amount, if applicable, which consists of sick leave hours earned in excess of ninety-six (96) work days prior to July 1, 1974,

and retained and frozen as of that date. The method of compensation shall be on a straight time pay basis at the rate of pay in effect at the time of pay off. The payoff program has three elements: retirement, resignation or termination, and annual compensation.

For purpose of the payoff program retirements are limited solely to regular service (non-disability) retirements. Upon regular service (non-disability) retirement employees shall receive fifty percent (50%) compensation for unused sick leave hours up to the maximum of the ninety-six (96) workdays. Fifty percent (50%) compensation shall also be received for the sick leave hours frozen as of June 30, 1974.

For purpose of the payoff program resignations and terminations shall exclude terminations for cause and retirements. Upon resignation or termination as specified herein and only after ten (10) years of continuous City service, employees shall be compensated for one-quarter (1/4) of their unused sick leave hours up to the maximum of ninety-six (96) work days. Twenty-five percent (25%) compensation shall also be received for the sick leave hours frozen as of June 30, 1974.

The annual compensation element of the sick leave pay off program is provided as follows: Fifty percent (50%) of the sick leave earned beyond ninety-six (96) work days or the frozen amount shall be annually compensated to the employee at the end of each calendar year. The remaining fifty percent (50%) of such excess sick leave remains on the books but shall be used for actual sick leave purposes only and shall not entitle the employee to any additional compensation. Sick leave accrued beyond the ninety-six (96) workday maximum or frozen amount shall be used prior to the earlier earned sick leave.

Transfer of Leave Credits

Upon official request by an employee experiencing a catastrophic illness/injury or event, the employee's department director, or the Group on behalf of the employee, the City Manager or his/her designee may allow individual employees the opportunity to transfer accrued vacation or compensatory time to another employee who has experienced a catastrophic event.

All conditions for this transfer shall be in compliance with the City's Transfer of Leave (Catastrophic Leave) Policy.

ARTICLE 18 HOLIDAYS

Section 1. The City and Group agree to incorporate into this MOU the elimination of specified holidays and have floating holidays replace them. The holidays to be eliminated are: Washington's Birthday, Lincoln's Birthday, Columbus Day, and Admission Day.

a) The total number of floating holidays is five (5) with all floating holidays available at the beginning of the calendar year. All floating holidays to be taken off are subject to operational and scheduling factors and must be approved by the employee's supervisor.

b) Subject to (c) below, no floating holidays will be available until the successful completion of the original probationary period. At that time, such employees will be credited with a pro rata portion of the aforesaid five (5) floating holidays based upon the time remaining in the initial calendar year of employment, but in no case less than one day.

c) No floating holiday may be carried over to another calendar year.

d) The availability of five (5) floating holidays on January 1 of each year (in the case of a permanent employee) and of a pro rata portion thereof upon successful completion of the probationary period (in the case of new employees) is based upon the assumption that the employee will successfully complete employment with the City for the calendar year in question. If an employee fails to successfully complete employment for the said calendar year, the number of floating holidays available to the employee shall be prorated on the basis of the portion of the calendar year for which the employee was employed by the City. If, under such circumstances, the employee has used more floating holidays than were actually available, the City shall make an appropriate reduction in its payment of final compensation to such employee.

e) The accrual for five (5) floating holidays for fulltime employees shall be fifty (50) hours per annum based on a 4/10 work schedule.

f) In the event the City returns to an 8-hour/5 day workweek, then the accrual rate will reflect such change.

Section 2. Employees covered under this MOU shall be allowed the following paid holidays: New Year's Day, January 1; Martin Luther King Jr., third Monday in January; Presidents' Day, third Monday in February; Cesar Chavez Day, March 31; Memorial Day, last Monday in May; Independence Day, July 4; Labor Day, first Monday in September; Veteran's Day (November 11th); Thanksgiving Day, fourth Thursday in November; day after Thanksgiving, fourth Friday in November; Christmas Day, December 25.

When a holiday named in this regulation falls on Sunday, it shall be observed on the following Monday. As the City is currently operated on a flexible work schedule, those holidays which fall on a Friday in any given year will not be observed by 4/10 employees. Those employees working a 5-day/8 hour (5/8) workweek will be paid

for those holidays falling on a Friday. This provision is made with the understanding that the accrual rates for floating and personal leave time (Article 21) will be adjusted annually for 5/8 scheduled employees as warranted to compensate both the 4/10 and 5/8 work schedules on an equal basis. In the event the City returns to a 5/8 work schedule for all full-time employees, those holidays falling on a Saturday will be observed on Friday.

The City Manager may determine and approve as warranted the carryover of up to two (2) floating holidays into the following year for full-time employees. Said approved holidays shall be taken no later than June 30 of the carryover year. All requests must be submitted to the City manager no later than November 1 to be considered.

The City agrees that if the City closes on the days between Christmas and New Year's Day, employees covered by this MOU shall not lose any pay during this period.

Section 3. Personal Leave Day may be taken on any day of the employee's choosing, subject to operational and scheduling factors and approval by the employee's supervisor. The Personal Leave Day must be taken within the calendar year or it is lost. Employees who terminate without using their Personal Leave Day for that calendar year shall receive payment for this day.

Effective January 1, 2013, the Personal Leave time available will be twenty (20) hours for employees working the 4/10 schedule and sixteen (16) hours for employees working the 5/8 schedule.

Section 4. Employees will not be required to use their time for the Christmas Closure, City will cover the cost.

ARTICLE 19 ACTING SUPERVISORY COMPENSATION

At such time as a supervisory position becomes temporarily vacant for reasons of sick leave, leave of absence, or injury on duty status, a civil service employee may be assigned the supervisory duties and designated as "acting." Further, at such time as a supervisory position becomes vacant, i.e., without an incumbent, a civil service employee who has less than the minimum training or experience requirements for temporary appointment may be assigned the duties and designated as "acting" upon determination by the Department Head (or City Manager, if appropriate) that said employee is best qualified to perform all or a substantial portion of the duties of the supervisory position. The selection of the employee for "acting" status shall be within the sole discretion of the Department Head. Employees acting in a supervisory position shall not be entitled to any additional compensation for doing so unless they work eight (8) or more days in that assignment, at which time they shall be entitled to acting compensation retroactive to the first day of that assignment. Such compensation shall continue until such time as the incumbent returns or, as in the case of the vacant position, the position is filled or the designated employee meets the

temporary appointment requirements. Acting compensation is at the step rate in the supervisory position range which exceeds but is closest to the employee's current rate of pay in the permanent position or two hundred fifty dollars (\$250.00) per month, whichever is less.

ARTICLE 20
RETIREMENT POLICY

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by the California Public Employees Retirement System ("CalPERS") to be "classic members" as defined by CalPERS, the City will continue to provide employees a pension through the CalPERS system commonly known as the "3% @60" formula. For new employees that are non-classic members, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA").

Employees hired prior to January 1, 2013 and classic members shall continue to pay up to eight percent (8%) for any CalPERS member contribution under the 3% @ 60 formula, unless directed to pay a higher percentage by law or a mandate directly from CalPERS.

New, non-classic members shall pay 100% for any CalPERS member contribution under the 2% @ 62 formula pursuant to PEPRA.

The City does not elect to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691 pursuant to agreement reached between the parties in 2012.

Retirement compensation for employees hired prior to January 1, 2013 and classic members shall be computed on the employee's one (1) year's highest earnings.

Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

ARTICLE 21
LEAVE BENEFIT ACCRUAL RATES

The following shall represent leave benefit accrual rates for full-time classified employees:

VACATION 80 hours/year (80/26) = 3.08 hours/pay period

VACATION 120 hours/year (120/26) = 4.62 hours/pay period

VACATION 160 hours/year $(160/26) = 6.15$ hours/pay period

SICK LEAVE 96 hours/year $(96/26) = 3.69$ hours/pay period

FLOATING
HOLIDAYS 50 hours/year $(50/26) = 1.923$ hours/pay period
(5/8 work schedule; see below)

PERSONAL LEAVE 10 hours/year Credited January 1 annually (4/10)
8 " (5/8)

Effective January 1, 2013:

4/10 Floating Holiday 50 hours
 Personal Leave 20 hours

5/8 Floating Holiday 40 hours
 Personal Leave 16 hours

ARTICLE 22 NON-DISCRIMINATION

It is agreed that neither the City nor the Group shall discriminate against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, employee organization membership or activity, or political affiliation. This prohibition shall include any other protected characteristics not mentioned here, as may be subsequently required by law pursuant to Government Code Section 12940.

ARTICLE 23 ANNUAL VACATION LEAVE

The purpose of annual vacation leave is to enable each eligible employee annually to return to work mentally refreshed. All full time employees in the classified service shall be entitled to annual vacation leave with pay. Employees not eligible for vacation leave with pay are:

- 1) Employees still serving their original probationary period in the services of the City; however, vacation credits for the time shall be granted to each such employee who later received a permanent appointment.
- 2) Employees who work on an intermittent or seasonal basis and all part-time employees.

All eligible employees in the first through fifth year of continuous service shall earn vacation credit at the rate of eighty (80) hours per year. Beginning with the sixth year and through the twelfth year of continuous service employees shall earn vacation credit at the rate of one hundred twenty (120) hours per year. Beginning with the thirteenth year of continuous service and thereafter employees shall earn vacation credit at the rate of one hundred sixty (160) hours per year.

Each eligible employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for his/her full annual vacation leave. After six (6) months of continuous service, the employee may be permitted to take vacation leave not to exceed forty (40) hours. In no event, however, will paid vacation be granted in excess of earned vacation credits.

Vacation leave must be approved in advance by the Department Head or City Manager. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head with due regard to the wishes of the employee and

particular regard for the needs of the service.

Vacation Cap

Effective July 1, 2017, an employee may accumulate vacation to a maximum of five hundred fifty (550) hours. Vacation leave is accrued as earned, and the amount of vacation leave accumulated shall not exceed the maximum. Accrual shall stop whenever the employee is at the maximum. Upon reaching the maximum allowed accumulation, future vacation hours shall not be earned unless or until vacation usage or cash out causes the employee's accrual to fall below the maximum limit set forth in this MOU.

The City will increase a cash out to one hundred forty (140) hours for the first year to assist employees reach the vacation cap of five hundred fifty (550) hours. Cash out will go back to one hundred (100) hours after the first year set forth in this MOU. In addition, the City will allow employees to determine the month they would like to request their cash out.

Effective July 1, 2017, the Union agrees to decrease the maximum vacation hour accrual from six hundred forty (640) hours to a maximum of five-hundred and fifty (550) hours. Vacation leave is accrued as earned and the amount of vacation leave accumulated shall not exceed the maximum. Accrual shall stop whenever the employee is at the maximum.

All employees who have an accrued vacation balance over three hundred ninety (390) hours through June 30, 2017 shall have the opportunity to transfer up to three hundred and fifty (350) hours to a secondary vacation account. All employees who are eligible for the secondary vacation account must identify their election amount on or by September 30, 2017. After September 30, 2017 there will be no further transfers in or out of the secondary vacation account.

All eligible employees with a secondary vacation account must utilize their secondary account vacation balance in full prior to utilizing any primary vacation account leave.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave upon termination of employment.

Effective July 1, 2018 employees represented by the Group may be paid for up to one hundred (100) hours per annum for compensable time. Sick time is excluded from this provision. Financial hardship requests to convert additional accrued leave to cash will be reviewed on a case-by-case basis and require the approval of the City Manager. Financial hardship requests shall be submitted to the Human Resources Director with appropriate justification.

Payment shall be made in the following manner:

- a. Payment will be made annually at the employee's current hourly rate of pay.
- b. Payment will not exceed one hundred (100) hours per calendar year.
- c. Payment request shall be submitted to the City Manager or his/her designee no later the 1st Thursday of any month in order to be considered for payment during the month requested. A form is available in the Human Resources Division.

- d. Such annual payment shall be included in the check for the first pay period ending in December provided the funds are available.

ARTICLE 24
MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of federal and state law.

ARTICLE 25
FAMILY CARE AND MEDICAL LEAVE POLICY

I. STATEMENT OF POLICY

In addition to other leaves available under the MOU and/or other City provided leaves of absences, employees may also be eligible for leave under federal and state law.

The City will provide family and medical care leave for eligible employees as required by state and federal law, including leaves under the Federal Family and Medical Leave Act ("FMLA"), the State of California Family Rights Act ("CFRA"), and Paid Family Care Leave ("PFCL").

An individual who is entitled to leave under the FMLA and the CFRA must take Family Temporary Disability Insurance leave concurrent with leave taken under the FMLA and the CFRA.

II. DEFINITIONS

In implementing this policy, the following definitions will apply:

A. "12-Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

B. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood *in loco parentis* (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

C. "Child" means a child under the age of eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, a legal ward, a son or daughter of a domestic partner, or a son or daughter who stands in loco parentis to that child.

D. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.

E. "Domestic Partner" means a partner as defined in Section 297 of the California Family Code.

F. "Family Member" means a child, parent, spouse, or domestic partner as defined in this policy.

G. "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider as defined under federal and/or state law.

H. "Health Care Provider" is defined pursuant to the FMLA and CFRA. III.

REASONS FOR LEAVE

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee or the employee's domestic partner;
2. The placement of a child with an employee in connection with the adoption or foster care of a child by the employee or domestic partner;
3. Leave to care for a child of the employee, spouse, or domestic partner who has a serious health condition;
4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position; or
5. Leave to care for a parent, spouse, or domestic partner who has a serious health condition.

IV. EMPLOYEES ELIGIBLE FOR LEAVE (Not applicable to PFCL) An

employee is eligible for leave if the employee:

1. Has been employed for at least twelve (12) months; and
2. Has been employed for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period.

A female employee has a reasonable leave of absence of up to four (4) months whenever she becomes disabled as a result of pregnancy, childbirth, or related medical conditions.

Four (4) months is the maximum allowed for pregnancy-related disability leave. A female employee who is physically and mentally capable of returning to work before the expiration of four months is not entitled to a full four (4) month leave of absence.

Notwithstanding any leaves available under this policy, once an employee exhausts all federal and state leaves, and any accrued paid leaves, the employee may apply for an unpaid administrative leave of absence pursuant to Article 38 for successive periods of up to thirty (30) days each up to a maximum of one hundred eighty (180) consecutive days. The City has the discretion to either grant or deny any request for an unpaid administrative leave. Benefits shall not accrue during the term of an unpaid leave of absence nor does such time count as service time for step increases, seniority or other purposes.

A. Minimum Duration of Leave

If leave is requested for the birth, adoption, or foster care placement of a child of the employee or domestic partner, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks duration on any two (2) occasions.

If leave is requested to care for a child, parent, spouse, domestic partner or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Spouses Both Employed by the City

In any case in which domestic partners or spouses are both employed by the City and both are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

VI. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job.

Employees may make the appropriate contributions for continued coverage by payroll deductions or direct payments made to these plans. Depending on the particular plan the City will inform employees whether the premiums should be paid to the carrier or to the City. An employee's coverage on a particular plan may be dropped if he/she is more than thirty (30) days late in making a premium payment. However, employees will receive a notice at least fifteen (15) days before coverage is to cease, advising that coverage will be dropped if the employee's premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums due the City (e.g. unpaid wages, vacation pay, etc.).

VII. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting FMLA/CFRA leave and Paid Family Leave, and may also require an employee to use FMLA leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

A. Employer's Right to Require An Employee to Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation and/or administrative leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled and may use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, domestic partner, spouse or child with a serious health condition, and would be permitted as sick leave under the City's sick leave policy.

As for compensatory time, an employee may use compensatory time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any twelve (12) month period in which an employee is eligible for these benefits, the City may require an employee to take up to two (2) weeks of earned but unused vacation leave prior to the employee's initial receipt of these benefits. If the City

requires the employee to take vacation leave, that portion of the vacation leave that does not exceed one (1) week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

VIII. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, domestic partner, or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position.

A. Time to Provide a Certification

When an employee's leave is foreseeable and at least thirty (30) day's notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least fifteen (15) calendar days after the employer's request) unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

B. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided.

C. Recertification

If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

D. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, or for pregnancy-disability leave, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need

for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

IX. EMPLOYEE NOTICE OF LEAVE

Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) day's notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion; adequately cover the position with a substitute. All notices required under this Policy must be submitted to the Employee's Department Head.

X. REINSTATEMENT UPON RETURN FROM LEAVE

A. Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/Paid Family Leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City the employee will be reinstated within two (2) business days, where feasible, after the employee notifies the employer of his/her readiness to return.

B. Employee's Obligation to Periodically Report on His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness for Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

All classified City employees shall work five (5) eight (8) hours shifts per week, Monday through Friday, except as designated by other Resolutions and Ordinances enacted by the City Council and by directives of the City Manager acting within the framework of said Resolutions and Ordinances. Employees covered by this MOU shall also be eligible to work a 4/10 compressed work week or flexible work schedule as mutually agreed between the employee and Department Head and approved by the City Manager or his/her designee.

Resolution 76-86 provided that no part-time person, temporary help, or seasonal worker shall work more than thirty-five (35) hours in any week.

ARTICLE 27 ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. If an employee is unable to report to work, the employee must notify his/her supervisor in accordance with departmental policy. Failure to do so may result in disciplinary action. Any employee who is unable to report to work must be approved for paid leave status, unless his/her accumulated paid leave time has been exhausted, or on approved leave of absence in accordance with Article 38. Failure on the part of an employee, absent without leave to return to duty within twenty-four (24) hours after notice to return, shall be deemed a resignation unless an acceptable reason is given. Such notice to return shall be sent by registered mail to the addressee only, return receipt requested, or by courier or telegram. It is the responsibility of the employee to notify the supervisor and the Human Resources Division of any change of address or telephone number.

ARTICLE 28 GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

A "Grievance" shall be defined as a controversy between the City and the Group or an employee or employees covered by this MOU solely relating to alleged violations of written terms of this MOU. An appeal of a disciplinary action, including suspension, discharge for cause, demotion or disciplinary reduction in pay, shall initially be submitted at Step 3 and contain a succinct written statement of the basis of appeal within five (5) working days of the imposition of discipline. All written responses to a disciplinary appeal will specify reasons for the decision and inform the employee of the appeal procedure and applicability of Section 1094.6 of the Code of Civil Procedure limiting the time within which legal actions must be commenced.

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below. The employee may request the assistance of a representative of his own choosing in preparing and presenting a grievance. Either party to the grievance may invite persons -with relevant information to be present. For purposes of this procedure "working days" refers to Monday through Thursday, 7:00 AM to 6:00 PM and excludes weekends and holidays.

A grievance by a Department Head shall be submitted in accordance with Step 3. Step 1:

An employee's grievance must be orally discussed with the first line supervisor immediately in charge of the aggrieved employee within ten (10) working

days after the event giving rise to the grievance, or ten (10) working days after the date that he/she should have been reasonably expected to have had knowledge of the grievance. The supervisor will give his/her answer to the employee by the end of the tenth (10th) working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to pursue it further, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and/or detailing the specific provisions of this MOU alleged to have been violated, signed and dated by the employee and presented to the Department Head or, in his/her absence, his/her designee within ten (10) working days after termination of Step 1. Written discrimination allegations must contain a description of the purported discriminatory action and the specific basis which is defined by Federal or State law as discriminatory. A meeting with the employee, designated representative (if any) and Department Head, or in his/her absence, his/her designee, may be arranged at a mutually agreeable location and time to review and discuss the grievance. If scheduled, such meeting will take place within ten (10) working days from the date the grievance is received by the Department Head, or, in his/her absence his/her designee. The Department Head, or, in his/her absence his/her designee, will give a written reply by the end of the fifth (5th) work day following the date of the meeting, and the giving of such reply will terminate Step 2.

Step 3: If the grievance is not settled at step 2, the employee may move the grievance to Step 3 by serving written notice upon the City Manager within ten (10) working days after receipt of the reply in step 2, or within ten (10) working days after the reply was due, requesting a meeting. Said meeting shall be scheduled within (10) working days after receipt of such request. The City Manager, or in his/her absence his/her designee, shall provide the employee with a written disposition of the grievance within ten (10) ten working days after the meeting. The City Manager's decision shall be final and binding, except in disciplinary and discrimination cases as specified below.

Step 4: The employee may seek review by the Personnel Board of the City Manager's decision in grievance matters by submitting a written request to the Human Resources Division within ten (10) working days from the date of the answer in Step 3. The Personnel Board may grant an informal hearing and the Board's role in such matter is advisory only, except that in disciplinary and discrimination cases, the Board shall grant a hearing and the Board's decision shall be final and binding.

If any employee has complied with the above steps and requested Personnel Board review in a disciplinary appeal or discrimination allegation, the Board shall hold a hearing within thirty (30) days of the request and take such action as it deems appropriate. It is agreed that neither party shall attempt to influence the Personnel Board prior to the hearing.

Upon conclusion of any investigation or hearing, the Personnel Board shall, within ten (10) working days, notify the Human Resources Director in writing of its finding and recommendations. A copy of such finding shall also be transmitted to the affected employee.

All costs of representation resulting from the process shall be borne by the party incurring them.

No employee shall use City time, staff or materials in the pursuit of a grievance or in response to a proposed or effected disciplinary action, unless he or she has obtained prior specific authorization to do so.

A grievance or other appeal which is not brought forward within the time limit provided within each of the sections of this article shall be deemed to have been waived and settled, unless such time limit is expressly extended by mutual agreement. Time limits as set forth above may be extended by a mutual agreement between the parties, but neither party shall be required to do so.

Probationary and part-time employees are excluded from the provisions of this article.

ARTICLE 29 BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the Department Head or City Manager may grant a four (4) day bereavement leave with pay. "Immediate family" is defined as mother, father or grandparents of employee or mate; mate; brother, sister, children or grandchildren of employees.

ARTICLE 30 EMERGENCY LEAVE

In the event of an emergency, the City Manager may grant the use of a maximum of two (2) days sick leave annually as emergency leave. Application for emergency leave may be under the following conditions: 1) hospitalization or illness in immediate family*; 2) death in family not covered by bereavement leave; and 3) other events which preclude the employee's attendance at work and which the Department Head determines constitutes an emergency. If the Department Head denies an employee's request for emergency leave, the employee may request in writing that the City Manager review the request. The City Manager's decision shall be final.

* Not covered under Labor Code Section 233 / Article 17, Sick Leave Policy.

ARTICLE 31 JURY DUTY

The City shall compensate a full-time employee who has been called for jury duty. Compensation shall be at the employee's regular hourly rate pay. The employee shall remit to the City the amount paid by the courts minus any mileage reimbursement. Service on a grand jury is specifically excluded from this Article.

ARTICLE 32 SERVICE DISABILITY

Under the provisions of the Worker's Compensation Insurance and Safety Act of California, employees are compensated for injuries sustained in the course of employment, rendering them unable to perform their duties. The City of Lynwood provides full salary

continuance for thirty (30) calendar days to an employee who is disabled by injury or illness arising out of and in the course of his/her duties. Time off work due to an on-the-job injury is not deductible from accumulated sick leave for the period not to exceed thirty (30) calendar days. However, the salary continuation may be extended in two (2) separate fifteen (15) calendar day extensions with the approval of the City Manager. This equates to up to 60 days in total: the initial 30 days and another 30 days in two 15-day increments upon the approval of the City Manager. Thereafter, compensation shall be only as provided in the Worker's Compensation and Safety Act.

Temporary and part-time employees are excluded from the provisions of this Article relating to salary continuance.

ARTICLE 33 NO STRIKE

A. Prohibited Conduct

Section 1. The Group, its officers, agents, representative and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick out, or any other job action by withholding or refusing to perform services.

Section 2. Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

Section 3. In addition to any other lawful remedies or disciplinary action available to the City if the Group fails, in good faith, to perform all responsibilities listed below in B, Section 1, the City may suspend any and all of the rights, privileges, accorded to the Group under the Employee Relations Resolution in this MOU including, but not limited to, right of access, check-off, the use of the City bulletin boards and facilities.

B. Group Responsibility

Section 1. In the event that the Group, its officers, agents, representatives, or members engage in any of the conduct prohibited in A, Section 1, above, the Group 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 A and return to work.

Section 2. If the Group performs all of the responsibilities set forth in Section 1 above, its officers, agents, representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of Section 1 above.

ARTICLE 34 FULL FAITH AND CREDIT CLAUSE

For purposes of administering the term and provisions of the various ordinances, resolution, rules, and regulations which may be adopted by the City pursuant to this MOU, all resolutions of the City Council, and all existing matters resolved regarding wages, hours, fringe benefits and other terms and conditions of employment prior to Myers-Milias-Brown Act in 1968, will remain unchanged and unaltered except where expressly

changed or altered in this MOU. It is agreed that Management employees retain all benefits previously accrued as miscellaneous employees.

ARTICLE 35
SAVINGS CLAUSE

Any resolution of the City incorporating any provisions of this MOU shall provide that if any provision of this MOU or of such resolution of any kind is at any time or in any way held to be contrary to any law by any Court of proper jurisdiction, the remainder of this MOU and the remainder of such resolution shall not be affected thereby and shall remain in full force and effect.

ARTICLE 36
AUTHORIZED AGENTS

For the purpose of administering the provisions of this MOU:

A. The City's principal authorized agent shall be the City Manager or his/her duly authorized representative (address: 11330 Bullis Road, Lynwood, CA 90262; telephone: 310-603-0220), except where a particular Management representative is specifically designed in connection with the performance of a specific function or obligation set forth herein.

B. The Group's principal authorized agent shall be the Group's President or his/her duly authorized representative (address: 11330 Bullis Road, Lynwood, CA 90262; telephone 310-603-0220).

ARTICLE 37
LAYOFF

Subject to the express limitation set forth below, the City may separate any employee or class of positions without prejudice, because of the financial or economic condition of the City, reduction of work, or the necessity for the position or employment no longer exists. The City shall give such employee not less than thirty (30) days advance notice of separation and the reason therefor. However, no permanent full-time employee shall be separated while emergency, seasonal, probationary, part-time, or temporary employees are employed into the same positions according to the needs of the service as determined by the City.

For the term of the Agreement, the City agrees that it will not layoff any LEMG members for the sole purpose of achieving cost savings. The conditions of layoff shall be as follows:

1. **PROMOTIONAL EXAMINATIONS.** For purposes of layoff, all promotional opportunities will be conducted prior to layoffs proceeding.

2. **ORDER OF SEPARATION.** The principal criterion used in determining the order of separation and bumping rights shall be seniority based on the total years of continuous full-time service and any prior part-time service as calculated on a pro-rata basis with the City provided the employee presently possesses the skill, ability and qualifications to perform the job. Layoffs shall be in the reverse order as hired. That is, the employee in the

affected job class with the least total City service shall be laid off first.

Whenever seniority is equal, the following criteria shall be applied in the indicated order:

- a. Ranking on eligibility list; b. Performance Evaluations; c. Drawing of lots.

3. **BUMPING RIGHTS.** Any full-time employee who has been given notice of layoff may displace another employee in the same job class with less seniority in the same job class, or bump to another class in which they formerly held a permanent appointment and there is an employee with less seniority. It is understood that an employee seeking to bump into a lower class shall first occupy any vacant position before displacing an existing employee.

After the City has notified the affected employee of the layoff and 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 ten (10) calendar days of the position 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 shall be displaced by the person who is laid off.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to bump to a position within City in which he/she formally held a permanent position.

4. **APPOINTMENT OF LAID-OFF EMPLOYEES TO LOWER CLASS.** Any employee in a represented job class who is scheduled to be laid off due to lack of work, lack of funds, or elimination of position, may, not later than ten (10) calendar days after notice of layoff, request to displace ("bump") an employee in a lower job class within the job series provided the laid off employee has greater overall City service seniority than the employee in the lower job class and is qualified by education and/or experience for such a position. If there is more than one employee who is qualified for such appointment(s) the "bump" shall be based on seniority with the employee with the highest seniority offered the position first, then the next highest, etc.

The City Manager shall approve the appointment of an employee who is to be laid off to a lower class which the employee is qualified without requiring an examination within the job series. An employee who has not previously served in the lower class may be required to successfully complete the probationary period for the class.

If the employee(s) have the same seniority, then the procedure for breaking ties set forth in this article shall apply.

The employee displaced as a result of being "bumped" shall be considered as laid off for the same reasons as the person originally displaced and the same displacement rights shall be afforded.

5. **SALARY PLACEMENT.** An employee(s) who accept an appointment to a lower job class as a result of a layoff and/or a displacement ("bump") shall be placed at the

step of the salary range which most closely corresponds to, but in no case exceeds, the salary step of the previously held position.

ARTICLE 38
LEAVE OF ABSENCE

A permanent classified employee may be granted an unpaid leave of absence of up to thirty (30) days for medical, personal, and other reasons. Extensions on other leave requests may also be granted for successive periods of up to thirty (30) days each up to a maximum of one hundred eighty (180) consecutive days unless otherwise approved by the City Council. Benefits shall not accrue during the term of an unpaid leave of absence, nor does such time count as service time for step increase, seniority, or other purposes. Available compensatory time off and vacation leave shall be used prior to the commencement of a leave of absence. The City Manager may approve up to thirty (30) days unpaid leave for personal leave requests. All other requests for leaves of absence must be submitted in writing and be approved by the City Council.

Military leave shall be granted as mandated by Federal and State law (See Article 24).

Pregnancy leave shall be governed by the Family Care and Medical Leave Policy (See Article 25).

Upon expiration of an approved unpaid leave of absence, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at the expiration of such leave shall be a cause for discharge.

ARTICLE 39
FULL UNDERSTANDING. MODIFICATIONS WAIVER

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any other matters within the scope of negotiations during the term of this MOU.

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

D. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 40
RENEGOTIATION

The parties shall use their best efforts to submit new proposals for a successor MOU by March 15, 2018 and shall begin negotiations by April 1, 2018.

ARTICLE 41
TERM

This MOU is to cover said employees for the period from July 1, 2017 through June 30, 2020, effective upon adoption by City Council.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding on:

City:

Lynwood Employee Management Group:

By: _____
City Manager

By: _____
LEMG, President

Dated: August ____, 2017

Dated: August ____, 2017

By: _____
Human Resources
Director

By: _____
LEMG, Vice President

Dated: August ____, 2017

Dated: August ____, 2017

By: _____
Finance Director

By: _____
LEMG, Secretary

Dated: August ____, 2017

Dated: August ____, 2017

By: _____
City Attorney/Chief Negotiator

Dated: August ____, 2017

