

**RESOLUTION NO. 2022-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF LOMITA AND THE ADMINISTRATIVE AND FIELD SERVICES UNITS OF THE LOMITA CITY EMPLOYEES ASSOCIATION (LCEA)**

**SECTION 1:** The City Council finds and declares as follows:

- A. The City of Lomita engaged in a meet and confer process with the recognized employee association and agreed to Memoranda of Understanding (MOU) with each bargaining unit for the period covering July 1, 2022 through June 30, 2025; and
- B. The City of Lomita and its recognized employees association have engaged in a meet and confer process regarding wages, hours, and terms and conditions of employment; and
- C. Exhibits A and B reflect the Memoranda of Understanding between the City of Lomita and the LCEA as set forth in said Exhibits A and B and incorporated by reference as part of this Resolution; and
- D. The referred memoranda of understanding are consistent with prior direction of the City Council.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Lomita does hereby approve the following:

**Exhibit A and B**, Memoranda of Understanding between the City of Lomita and the Lomita City Employees Association (Administrative and Field Services Units).

**SECTION 2:** This Resolution will become effective immediately upon adoption replacing Resolution No. 2019-28 and will remain effective unless repealed or superseded.

**SECTION 3:** The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

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**PASSED, APPROVED AND ADOPTED this 6<sup>th</sup> day of September 2022.**

Cindy Segawa  
Cindy Segawa, Mayor

ATTEST  
Kathleen Horn Gregory  
Kathleen Horn, Gregory, MMC, City Clerk



APPROVED AS TO FORM:

Trevor Rusin  
Trevor Rusin, City Attorney

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS.  
CITY OF LOMITA            )

I, **Kathleen Horn Gregory**, City Clerk of the City of Lomita, California, do hereby certify that the foregoing Resolution No. 2022-32 was duly passed, approved, and adopted by the City Council of the City of Lomita at its special meeting held on September 6, 2022, by the following vote, to wit:

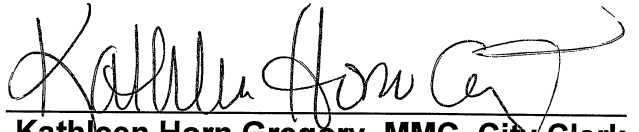
AYES:           Council Members: Gazeley, Uphoff, Waronek, Mayor Pro Tem Waite and Mayor Segawa

NOES:           None

ABSENT:       None

RECUSE:       None

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Lomita, California this 6<sup>th</sup> day of September 2022.

  
\_\_\_\_\_  
**Kathleen Horn Gregory, MMC, City Clerk**  
**City of Lomita, California**

## **EXHIBIT A**

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOMITA AND THE ADMINISTRATIVE SERVICES UNIT OF THE LOMITA CITY EMPLOYEES ASSOCIATION**

## **ARTICLE I. GENERAL PROVISIONS**

### **PREAMBLE**

Section 1.1. This Memorandum of Understanding (MOU) is entered into between the City of Lomita (City) and the Administrative Services Unit of the Lomita City Employees Association (Association), pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et.seq.).

### **APPLICABLE POSITIONS**

Section 1.2. The City reaffirms its recognition of the Association as the exclusive representative of all full time City employees within the following classifications:

Accounting Assistant  
Accounting Technician  
Administrative Analyst  
Administrative Assistant  
Assistant Engineer  
Assistant Planner  
Assistant Recreation Supervisor  
Associate Engineer  
Associate Planner  
Code Enforcement Officer II  
Engineering Technician  
Finance Supervisor  
Management Assistant  
Office Assistant  
Payroll Specialist  
Planning Technician  
Recreation Supervisor  
Senior Civil Engineer

### **TERM OF AGREEMENT**

Section 1.3. Except as otherwise indicated, this Agreement is to be in effect commencing July 1, 2022 through June 30, 2025.

### **CONTINUATION OF PRIOR PROVISIONS**

Section 1.4.



The parties agree that the terms and provisions of any prior MOU Agreements between the parties shall remain in full force and effect unless such provisions conflict with the terms of this Agreement. All applicable MOU Agreements shall be compiled and displayed in the City Employee Handbook under the heading MOU Agreements. All applicable attachments and exhibits to the MOU Agreements shall be included in this Section of the Handbook. All provisions and terms set forth in the City of Lomita Employee Handbook shall also remain in full force and effect as to all terms and conditions of employment unless the Handbook conflicts with this Agreement, or any prior MOU Agreements between the parties.

## **ARTICLE 2. COMPENSATION AND HOURS**

### **COST OF LIVING ADJUSTMENT (COLA)**

Section 2.1. Effective the first full pay period after July 1, 2022, full-time represented employees as listed in Article I shall be entitled to a 3.5% base salary increase.

Section 2.2a. Effective the first full pay period after July 1, 2023, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

Section 2.2b. Effective the first full pay period after July 1, 2024, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

### **SALARY RANGES AND CLASS TITLES**

Section 2.2. The attached exhibits (1-4) are assigned to classes covered by this MOU effective the first full pay period after July 1, 2022 through June 30, 2025. Effective the first full pay period after July 1, 2022, the new salary schedule (Exhibit 1) would be implemented for purposes of placing positions within the new salary schedule (eligible employees – non y-rated would be placed in the next highest step at a minimum 1% above current step). Exhibit 2 would be implemented for purposes of the 3.5% COLA effective the first full pay period after July 1, 2022. Exhibits 3 and 4 would be effective the first full pay period after July 1, 2023 and July 1, 2024.

Salary Schedule	Title
24	Accounting Assistant
27	Accounting Technician
33	Administrative Analyst
24	Administrative Assistant
41	Assistant Engineer
36	Assistant Planner
31	Assistant Recreation Supervisor
49	Associate Engineer
44	Associate Planner
35	Code Enforcement Officer II
33	Engineering Technician
31	Finance Supervisor
28	Management Assistant
20	Office Assistant
31	Payroll Specialist
32	Planning Technician
39	Recreation Supervisor
55	Senior Civil Engineer

## **FULL-TIME SALARY ADMINISTRATION POLICIES**

Section 2.3. The following salary policies shall govern the administration of the salary schedule for full-time classifications:

- a) The first step is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the department director, and with approval of the City Manager when it is decided that such action is in the best interest of the City.
- b) Employees are normally eligible for a salary adjustment after the completion of a minimum of six (6) months of service from the date of appointment. The adjustment shall be made only if recommended by the department director, and, if approved by the City Manager. For employees hired at any step other than the first step, such employees must complete a minimum of twelve (12) months of service from the date of appointment before being eligible for a salary adjustment.
- c) The remaining steps are incentive adjustments, based on the performance evaluation, to encourage an employee to improve his/her work, and to recognize seniority and increased skill on the job. Employees are eligible for these adjustments after the completion of twelve (12) months of service at the preceding step, if the year of service is evaluated as being satisfactory or above. The mere completion of twelve (12) months of service at a particular step does not entitle an employee to an incentive adjustment.
- d) The comprehensive wage and salary plan is based on full-time employment.
- e) As provided for in Government Code Section 3507.5 (the Meyers-Milias-Brown Act), the City has designated the following positions as confidential: Senior Accountant; Deputy City Clerk/Executive Assistant; Management Analyst; Human Resources Analyst; and any other employees who have access to confidential employee relations information. The City Manager may make further designations of confidential positions by preparing a memorandum stating the same. A copy of this memorandum shall be sent to the City Council and to those employees impacted by such designation.

## **GENERAL SALARY SCHEDULE**

Section 2.4. The general salary schedule shall consist of five steps within each grade and be applicable to positions and classification within the City. Said salary schedule shall be adopted on an annual basis by Resolution of the City Council.

## **COMPENSATION FOR OVERTIME**

Section 2.5. Subject to approval of the City Manager and to the following provisions, a department director may prescribe reasonable periods of overtime work to meet the operational needs of the department.

Except as otherwise provided herein, overtime shall be paid at one and one-half times the hourly equivalent of the employee's monthly salary rate, based on the number of overtime hours actually worked. For hourly employees called out on an emergency, the minimum call time shall be two (2) hours. Exempt personnel shall not be entitled to overtime.

Full-Time and Part-Time Employees: Overtime is defined as work required by an authorized supervisor on a form approved by the City Manager in excess of forty (40) hours in a workweek or in excess of nine (9) hours in a day (or hours in assigned shift). In the event a bona fide emergency arises that dictates the need for immediate overtime and the employee's supervisor is not available for authorization, the employee shall seek approval from a management employee prior to working the overtime and on the next working day shall prepare an overtime authorization form to the responsible supervisor outlining the same.

Time off taken for purposes of vacation and sick leave shall not serve as time worked when computing the forty (40) hours in a work week or the nine (9) hours in a workday (or hours in an assigned shift).

Double Time: Double time pay shall be provided for time worked in excess of twelve (12) hours in a day.

Exempt Personnel: Exempt Personnel are all administrative and professional managerial employees.

Court Time: Employees who are required to appear in court during their off-duty hours in connection with City business shall receive overtime compensation at one and one-half times the number of hours they spend in court.

## **CALL BACK TIME REGULAR AND HOLIDAY HOURS**

### **Section 2.6**

Introduction – Those who are required to work by advance assignment on the day a holiday is observed which provides that they receive, in addition to compensation for actual hours worked, one day of floating holiday. This provision of the M.O.U. applies to employees who are called back to work on a regular workday and on holidays or designated to be on stand-by on such days.

#### **Call Back Time.**

- 1) Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/ her shift or is working prior to his/ her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours of overtime commencing at the time of the page or contact. Any call back lasting two (2) hours or less shall result in a credit for two (2) hours overtime. A subsequent call received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid overtime for actual time worked.
- 2) An employee called back to work on the day a holiday is observed by the City, in addition to the compensation provided for in the above section (1) shall receive  $\frac{1}{2}$  day of floating holiday if the actual time worked is four (4) hours or less, and one (1) day of floating holiday if actual time worked is in excess of four (4) hours. The floating holiday must be used within a fiscal year of the date it is earned.
- 3) Employees who receive telephone calls or visits, including the time to make related return telephone calls, after having left work at the end of their normal scheduled work hours and/ or weekends or holidays are not entitled to any "call back" pay, but are entitled to pay for the time spent providing service on behalf of the City. Such employees shall be compensated for all time actually worked in increments of one quarter ( $\frac{1}{4}$ ) hour while being called, paged, visited, and/ or required to make related return telephone calls. Employees who are required by the nature of the call, and with approval of their supervisor, to return to work shall be entitled to receive call back pay in accordance with the provisions of paragraph (1) above. If required to return to work, the time spent pursuant to this paragraph (3) shall count as part of the call back time under paragraph (1) but shall not be subject to compensation under this paragraph (3).

#### **BILINGUAL PAY**

Section 2.7. Bilingual Pay – On recommendation of the Department Head and the Personnel Officer, the City may approve payments of an additional \$20 (twenty dollars) per pay period to a bilingual employee whose abilities have been determined by the Personnel Officer or designee as qualifying to fill positions requiring bilingual speaking and/ or writing ability. Bilingual skill payments will be made when:

- (1) Public contact requires continual (repetitive) eliciting and explaining information in a language other than English; or
- (2) Where translation of written materials in another language is a continuous assignment; or

- (3) The position is in a work location where there is a demonstrated need for language translation in providing services to the public.

The City shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. The pay provided herein for bilingual abilities may be removed when the criteria cease to be met as determined by the Department Head.

#### **PAY FOR SERVING IN HIGHER JOB CLASSIFICATION**

Section 2.8. A competitive service employee, and member of the Administrative Services Unit or Field Services Unit who is required, on the basis of acting appointment or other reason, to serve in a class with a higher salary range to that of the class in which he/she is normally assigned, shall receive the minimum salary rate of the higher salary range or a five percent (5%) of current salary increase, whichever is greater, provided the employee shall perform all duties and assume all the responsibilities of the higher class, and only after the employee has served for more than five (5) consecutive working days in the higher classification. Compensation under this Section shall not be permitted for any position which is subject to City Council appointment unless specifically authorized by the City Council.

#### **SHIFT DIFFERENTIAL PAY**

Section 2.9. Employees whose regular work schedule includes at least half (50%) of their shift hours worked between 5:00 p.m. and midnight shall be entitled to shift differential pay at the rate of 5% of their straight time hourly rate.

#### **COMPENSATION STUDY**

Section 2.10. City shall prepare an updated compensation study no earlier than September 1, 2024, and conclude no later than February 1, 2025 and share the results with the LCEA.

## **ARTICLE 3. WORKING HOURS**

### **WORKING HOURS**

Section 3.1. Working hours will be determined on the basis of operational efficiency and employee preference. Supervisors will establish working schedules subject to approval of department directors and the City Manager.

### **PAY PERIODS AND PAYDAYS**

Section 3.2. All officers and employees of the City of Lomita shall be paid once every two weeks. Compensation shall be made available on an every-other Friday basis. In the event that a payday falls on a holiday, all warrants or checks in payment of compensation shall be made available on the day preceding the holiday.

### **COMPUTATION OF ADVANCEMENT DATES**

Section 3.3 Advancement dates shall be computed from the first day of appointment or from the effective date of any subsequent actions.

### **FLEXIBLE WORK SCHEDULES**

Section 3.4. The City's normal hours of operation are from 7:30 a.m. to 5:30 p.m. Monday through Thursday, and 8:00 a.m. to 5:00 p.m. alternating Fridays except on days designated as City holidays. Upon an employee's request, the City Manager or designee may approve work schedules that vary from the established working schedule as long as business operations are not adversely impacted and continue as required by municipal law.

Section 3.5. Purpose. Flex time may be implemented as work management alternatives when it benefits the City by improving employee recruitment and retention or otherwise suits the City's business needs, and subject to approval of the City Manager or designee as outlined below.

Section 3.6. Flex Time Schedule Request and Approval. When the City Manager or designee determines that the position's work can be effectively carried out and accounted for under such conditions, the City Manager or designee may approve an employee's request for;

- a. A flex time work schedule; or
- b. A compressed workweek schedule that may include a 4/10 workweek, or a 9/80 workweek.

Terms and conditions of individual alternative work schedules shall be set forth in written agreements signed by each participating employee and authorized prior to implementation by the City Manager or designee.

Section 3.7. Discontinuation of Flex Schedules. At the sole discretion of the City, the City Manager or designee may terminate flex schedules when the schedule ceases to meet the business needs of the City and/or the Department. The City Manager or designee shall provide affected employee with a minimum of two week notice prior to the discontinuation of the flex schedule.

The City Manager's or designee's decision regarding the revocation of an alternative work schedule is final and not subject to appeal.



## **ARTICLE 4. BENEFITS**

### **INSURANCE CONTRIBUTION (CAFETERIA PLAN)**

Section 4.1. The City will contribute based on a sliding scale per Section 4.2 a specific dollar amount each month to each full-time employee to be used toward the purchase of the following benefits for the employee and the employee's dependents:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Care Insurance

Each employee is required to purchase a health insurance plan unless the employee provides evidence of other health insurance coverage.

Commencing July 1, 2005, half (50%) of the total contribution amount as provided by the City for insurance benefits, not used by the employee for such benefits may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Personnel Officer.

### **CAFETERIA PLAN SUMMARY**

Section 4.2. Effective the first full pay period after July 1, 2022, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

#### Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,305 per month.

#### Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,265 per month.

#### Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,243 per month.

#### Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,220 per month.

Section 4.3. Effective the first full pay period after July 1, 2023, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

#### Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,405 per month.

#### Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,365 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,343 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,320 per month.

Section 4.4. Effective the first full pay period after July 1, 2024, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,505 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,465 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,443 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,420 per month.

## **RETIREMENT AND PRE-TAX OF EMPLOYEE CONTRIBUTIONS**

Section 4.4a. Employee Retirement Contributions.

Effective the first full pay period after July 1, 2017, all full-time represented employees in the Tier 1 group (2.5%<sup>@55</sup> retirement formula) hired prior to February 19, 2012 shall pay a total of 8% of the employee's PERS contribution.

Full-time employees in the Tier 2 (2%<sup>@60</sup>) and Tier 3 (PEPRA – 2%<sup>@62</sup>) retirement groups pay their full employee contribution, currently 7% for Tier 2 and 50% of the normal cost of retirement for Tier 3. Employee paid member contributions shall continue to be collected on a pre-tax basis.

## **RETIREMENT COST SHARING**

Section 4.4b. Effective the first full pay period after July 1, 2020, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of 0.5% which shall be made through payroll deductions. The 0.5% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

Effective the first full pay period after July 1, 2021, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of an additional 0.5% (for a total of 1%) which shall be made through payroll deductions. The 1% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

This cost sharing agreement shall be made pursuant to Government Code section 20516(f) which provides that nothing shall preclude a contracting agency and its employees from independently agreeing in a memorandum of understanding to share the costs of any benefit. Thus, this cost sharing MOU provision shall not be part of the contract between the CalPERS system and the City and shall therefore be effective with the first payroll period commencing on or after adoption by the City Council of the 2018-2022 MOU. There shall be no automatic sunset date to any of these cost sharing provisions.

#### **RETIREMENT FORMULA SUMMARY**

Section 4.5. The following table lists the City's 3 retirement tiers and corresponding retirement formula.

Tier	Formula
Tier 1 (those employees hired prior to February 19, 2012)	2.5%@55
Tier 2 (classic members* as defined by PERS and employees hired between February 19, 2012 to December 31, 2012)	2%@60
Tier 3 (PEPRA – those employees hired on or after January 1, 2013)	2%@62

\*A classic member is an employee who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer without a break in service of greater than six months.

#### Applicable to Tier 1

Final Average Compensation Period – 1 Year

#### Applicable to Tiers 2 and 3

Final Average Compensation Period – 3 Years

#### Applicable to All Tiers

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this

benefit.

### **RETIREE HEALTH**

Section 4.6. Full-time employees hired prior to March 11, 2015 who retire from the City of Lomita shall be eligible for employee-only health coverage. City shall pay employee-only monthly premiums for the employee's preferred plan (based on employee's place of residence and region, e.g., Los Angeles, etc.) from the contracting agencies annual list provided by CalPERS. Upon turning age 65, the City shall pay the Supplement/Managed Medicare Monthly Rate contribution employee-only monthly premiums for the employee's preferred plan from the contracting agencies annual list provided by CalPERS.

For employees (who retire from Lomita) hired prior to April 1, 1986, the City will pay employee-only monthly health care premiums. Employees in this category who are not otherwise qualified and do not pay into Medicare will not have their employee-only monthly health-care premiums reduced to the Supplement/Managed Medicare Monthly Supplement Rate upon turning age 65.

Employees hired on or after March 11, 2015 who retire from the City of Lomita shall be eligible for the Public Employees Medical and Hospital Care Act (PEMHCA) minimum that may be applied towards retiree employee only health insurance cost.

### **DISABILITY INSURANCE**

Section 4.7. For competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, the City shall provide and pay for short-term and long-term disability insurance.

### **WORKERS' COMPENSATION**

Section 4.8. In the event that a regular employee incurs a job-related accident or injury while in the conduct of official City business, the employee may integrate his/her Workers' Compensation payments with the use of sick leave and/or vacation leave. During any pay period, the sum of the workers' compensation payments, sick leave, and vacation leave cannot be greater than the employee's salary.

### **DEFERRED COMPENSATION AND MISSION SQUARE RETIREMENT (FORMERLY ICMA) DEFERRED COMPENSATION LOAN PROGRAM**

Section 4.9. All City employees are eligible for the Deferred Compensation Program. All contributions will be made by the employees, except as provided in Section 4.1.

Section 4.10a. Employees have the option to participate in the Mission Square Retirement employee loan program relative to the City's deferred compensation

program. Employees wishing to participate in the program may apply directly to Mission Square Retirement and will be subject to their requirements. Under current guidelines, employees may not borrow greater than ½ of their fund balance and would be required to pay any loan balance upon separation from the City.

### **FLEXIBLE SPENDING ACCOUNT**

Section 4.11. The City will provide employees a voluntary "Flexible Spending Account". The Flexible Spending Account is offered pursuant to provision of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premium co-pays, health insurance deductible, and child care services from pre-tax dollars. (a) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. (b) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the City's Plan Document. (c) Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except that the City may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the City's Medical Expense Reimbursement Plan Document and the IRC regulations.

### **WELLNESS STIPEND**

Section 4.12. Employees will be provided an annual stipend of \$150 towards wellness related programs. These include a health club membership, smoking cessation, weight loss, fitness trackers, etc. The City Manager and/or his designee shall make determinations for items not listed.

### **TRAINING OF EMPLOYEES**

Section 4.13.

Purpose of Training Program and Policy. It is the Policy of the City of Lomita to develop maximum efficiency in the performance of official duties by City employees by providing for the training of employees in the performance of their official duties, and by assisting them in fulfillment of their duties and responsibilities as well-informed citizens of the community.

The Personnel Officer shall monitor training programs, provide support and assistance to department directors in the administration of internal training programs, and submit recommendations to the City Manager. The development of a continuous program of post-entry training as a part of the normal operation of City administration shall be encouraged. All other things being equal, priority consideration shall be given to training opportunities sponsored by and conducted within the City.

#### **TUITION REIMBURSEMENT.**

Section 4.14 The City will provide to employees up to \$2,000 per fiscal year per employee for tuition reimbursement for courses which relate to their job assignment, or when they are pursuing a degree in a major with potential value to the City. The completion date of the class shall be used in determining the fiscal year in which the benefit shall apply. To be eligible, an employee must be a regular employee and have completed at least one year of service with the City; receive no other duplicate benefits under any student aid programs; receive prior written approvals by the employee's supervisor on a form approved by the City Manager before registering for class, provide the Personnel Officer with evidence of satisfactory completion of a course within thirty (30) days (a "C" grade or better or a "pass" in a pass/fail grading system); and forward to the Personnel Officer all classroom materials for which City reimbursement is being requested.

The City may withhold from an employee's final paycheck sums equal to any amounts which have been reimbursed after course completion if an employee resigns or retires prior to two years per the schedule below.

Effective July 1, 2016, Employees who separate from the City prior to two years after receiving such reimbursement shall pay back the City at the following ratios: 1) Between 0 and 6 months – 100%; 2) Between 6 months and 1 year – 75%; and 3) Between 1 year and 2 years – 50%.

#### **GROUP LIFE INSURANCE POLICY**

Section 4.15. The City shall provide a group life insurance policy to all represented and non-represented employees in the amount of fifty thousand dollars (\$50,000). New hires will be eligible for this benefit on the first of the month following employment.

## **ARTICLE 5. VACATION AND LEAVE**

### **ANNUAL VACATION LEAVE**

Section 5.1. Eligibility. All competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, earn paid vacation time. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. All vacation days shall be taken at a time mutually agreed upon by the employee and the employee's immediate supervisor. Vacation requests should be in writing and must be pre-approved by the employee's immediate supervisor and department director. When a payday falls within the vacation time granted, an employee may request to be paid prior to leaving on vacation. A request for an advanced paycheck, along with a copy of the approved vacation request, must be submitted in writing to the Finance Director at least three (3) working days prior to the date that the check is needed.

### **ANNUAL VACATION ACCRUAL RATE**

Section 5.2. Paid vacation leave shall accrue, on a bi-weekly basis, at the rates shown below:

#### Service Years 1-5:

During the first five years of employment, employees earn vacation leave with pay from the first date of employment at the rate of eighty hours each year. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. Thus, for every one year of service through the fifth year of employment an employee is entitled to eighty hours paid vacation annually.

#### Service Years 5+-20:

Beginning after the completion of five years of service and continuing through the twentieth year of service, an employee shall earn vacation at the rates, in hours per year, shown below:

Years of Service	Vacation Hours Earned
5+-10	120
11	128
12	136
13	144
14	152
15	160
16	168
17	176
18	184

Years of Service	Vacation Hours Earned
19	192
20	200

**Service Years 21 and thereafter:**

Beginning with the twenty first year of service an employee shall earn vacation at the rate of two hundred hours each year.

**VACATION LEAVE BALANCE, ACCRUAL AND CESSATION OF ACCRUAL**

Section 5.3. No employee may accumulate more than 320 hours of vacation. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing vacation leave when his or her accumulated vacation balance reaches 320 hours. An employee shall not accrue additional vacation leave until the employee uses vacation time and his or her accumulated vacation leave balance again falls below 320 hours. Vacation leave should be used when possible within the year following the year in which it is earned. When an employee leaves City service the balance of any earned and unused vacation days will be paid at the employee's current rate of pay.

**COMPENSATORY TIME**

Section 5.4. Compensatory leave time is capped at one hundred sixty (160) hours for all employees eligible for compensatory leave time. Employees may not earn compensatory time above this limit.

**ADMINISTRATIVE LEAVE**

Section 5.5. Exempt employees, except the City Manager and those eligible for executive leave, will receive forty (40) hours of administrative leave each calendar year. The full forty (40) hours shall be credited to the employee in January of each year. Administrative leave may be taken as time off with pay during the year. Any unused administrative leave will be paid off on the last payday in December of each year. New employees, who are eligible for this leave, shall accrue administrative leave on the first of the month following the date of employment. The amount accrued in the first year of employment shall be on a prorated basis.

**HOLIDAYS**

Section 5.6. Employees shall have the following holidays as vacation with pay:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)



- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day (December 25th)
- Up to four working days from December 26 to December 31 during the holiday closure (see Section 5.7 - Holiday Closure).
- One Personal Holiday (Floating)\*

\*Must be taken within the fiscal year granted.

### **HOLIDAY PAY AND HOLIDAY WORKED**

Section 5.7. Holiday Pay shall be equivalent to the straight time hours an employee would normally work on that day of the week. Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday.

In the event competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, are required to work on the day a holiday is observed, such employees shall receive, in addition to compensation for the actual hours worked, one day of floating holiday that must be used within the fiscal year. If requested by the employee prior to working the holiday, the employee may choose to receive one day of holiday pay at straight time in the same pay period containing the holiday, in-lieu of the one day of floating holiday.

### **HOLIDAY CLOSURE**

Section 5.8. Starting in 2016, the City will be closed between December 25 and January 1. Starting in 2017, Columbus Day and Lincoln's Birthday will no longer be recognized city holidays. The City will provide up to four days of paid vacation during the closure. Should a particular year include only 3 working days between Christmas Day and New Year's Day, each employee will be credited with one floating holiday.

Employees required to work during the holiday closure shall be compensated consistent with Section 5.7 above, except that employees required to work on December 26-December 30 shall be paid as follows:

- a. Employees required to work more than 4 hours in a day shall receive floating holiday hours for a full day in addition to straight pay for hours worked.
- b. Employees required to work less than 4 hours in a day shall receive floating holiday hours of 4 hours in addition to straight pay for hours worked.

Employees who are on Call-Back during the holiday closure shall be compensated consistent with Section 2.7 above.

## **SICK LEAVE**

Section 5.9. Sick Leave Generally. The granting of sick leave shall be determined by the following rules:

- 1) Sick leave with pay for employees shall accrue in accordance with Subsection (4) below.
- 2) In addition to the reasons identified in Subsection (4) below, an employee eligible for sick leave with pay shall be granted such leave for the following reasons:
  - a) Personal illness or physical incapacity.
  - b) Enforced quarantine of the employee in accordance with community health regulations.
  - c) Doctor and dental appointments.
  - d) Maternity leave. Employees shall be able to apply sick leave to maternity leave in the amount of their accrued sick leave to date. An employee may only use sick pay for the period of medical disability.
  - e) Paternity leave up to a maximum of forty hours per individual situation.
- 3) Sick leave may not be taken until after it has been accrued.
- 4) Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, shall accrue sick leave with pay, on a bi-weekly basis, at a rate of 9 hours for each month of employee service, and any such leave accrued but unused in any year shall be credited to the following year. Observed holidays occurring during the sick leave shall not be counted as a day of such leave. Sick leave is not a right which an employee may use at his/her discretion. Accumulated sick leave may only be used in case of necessity and actual personal sickness or disability, or up to twelve days of accumulated sick leave per fiscal year may be used to care for the employee's ill child, spouse, parent, parent-in-law, registered domestic partner, sibling or grandparent.
  - a) An employee must call within thirty (30) minutes after the regular starting time of his/her assigned shift and report to his/her supervisor.
  - b) Except in extraordinary circumstances, failure to call within the thirty (30) minute time limit is a basis for denying use of sick leave.
  - c) Sick leave pay will not be granted to an employee who fails to call as directed, even if accrued, unused sick leave is available.
  - d) A doctor's statement will be required prior to returning to work if an employee is absent for three (3) days or more.
  - e) Failure to validate an absence in Sub-Paragraph (4)(d) above with a doctor's statement is grounds for denying use of sick leave. The employee has an obligation to keep his/her supervisor informed when he/she may return to work and his/her whereabouts at all times.
  - f) In cases of suspected abuse of sick leave, a supervisor may require a doctor's statement for any illness. Continued abuse will be cause for discipline.

- 5) Once an employee has accumulated 480 hours of sick leave, the City may thereafter at the option of the City and employee, each year, elect to buy back one-half of each year's accumulated sick leave. The compensation will be equal to the employee's usual straight time hourly rate of pay times the number of hours bought back.

### **SICK LEAVE DONATION POLICY**

Section 5.10. Per the Personnel Rules (currently Section 5.3, paragraph 2)

### **FAMILY CARE LEAVE**

Section 5.11. Per page 67 of the Personnel Rules (Family and Medical Care Leave Policy).

### **BEREAVEMENT LEAVE**

Section 5.12. Competitive service employees, probationary employees, members of the Administrative Services Unit, and members of the Field Services Unit are eligible for bereavement leave. For travel less than 300 miles, employees shall be eligible for a maximum of three (3) days bereavement leave for the death of a member of the employee's immediate family. For travel greater than 300 miles, employees shall be eligible for a maximum of four (4) days bereavement leave for the death of a member of the employee's immediate family. Immediate family is limited to a parent, step-parent, spouse, child, step-child, brother, sister, uncle, aunt, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law, regardless of residence.

If an employee is required to be absent beyond the maximum number of days listed above, additional days must be charged against accumulated vacation/comp time leave.

### **MILITARY LEAVE**

Section 5.13. Military leave shall be granted in accordance with the provisions of Chapter 7, Division 2, Part I, of the California Military and Veterans' Code. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

### **LEAVE OF ABSENCE WITHOUT PAY**

Section 5.14. A department director may grant a competitive service employee, probationary employee, and a member of the Administrative Services Unit or Field Services Unit leave of absence without pay for not more than one (1) calendar week. Such leave shall be reported to the Personnel Officer. The City Manager may grant a regular or probationary employee leave of absence without pay or seniority, not to exceed three (3) months. After three (3) months, the leave of absence may be extended, if authorized by the City Council. No such leave shall be granted except upon

written request of the employee, setting forth the reason for the request, and such approval shall be made in writing.

#### **JURY DUTY LEAVE**

Section 5.15. Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit required to serve as a juror shall be compensated for the difference between their normal salary and the compensation for jury duty, less travel pay, during the period of such service, provided that the employee does not serve more than once in any calendar year. To be eligible for City compensated jury duty leave, employees must provide the Personnel Officer with evidence of jury duty service, including the hours and days thereof, from the Court. In the event such evidence is not provided, any time missed may be deducted from the employee's vacation time or offset from future earnings. During their jury duty leave, night shift employees will be transferred to the day shift.

#### **ADMINISTRATION OF LEAVE**

Section 5.16. Employees shall be in attendance at their work location in accordance with the Personnel Rules regarding hours of work, holidays, and leaves. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer at the time, and in the manner he/she specifies.

#### **FAILURE TO RETURN FROM LEAVE/UNAUTHORIZED ABSENCE**

Section 5.17. At the expiration of an approved leave or approved leave of absence, the employee shall promptly return to duty. Failure on the part of an employee to promptly return to duty shall be considered an absence without leave and be cause for discipline, up to and including termination of employment. Leaves and leaves of absence can be terminated by providing an employee with a reasonable notice to return to work. Deposit in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

## **ARTICLE 6. – CONDITIONS OF EMPLOYMENT**

### **PROBATIONARY PERIOD**

Section 6.1 All appointments in the competitive service, including promotional appointments, shall be subject to a probationary period of six (6) months. The length of the probationary period may be extended by the appointing authority, if more on-the-job training is warranted or further observation of the employee is desired, by the department head, based on unique circumstances to allow a full and fair evaluation of the probationary employee. No probationary period may be extended beyond nine months from the employee's date of hire.

- 1) Purpose of Probationary Period. The primary purpose of the Probationary Period is to provide an effective environmental orientation for the employee, educating him/her in prevailing management attitudes, policies, and procedures, and training him/her in the tasks associated with the assignment.
- 2) Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process, and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to this position, and for determining if he/she is capable of meeting the requirements of the assignment.
- 3) Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months of actual service. If the City determines that it does not wish to retain the probationary employee, the appointing authority shall file a written statement with the Personnel Officer which recommends termination of the employee.
- 4) Rejection of Probationer. During the probationary period, an employee may be rejected at any time by the appointing authority without cause and without the right of appeal. Written notification of rejection shall be given to the employee and a copy filed with the Personnel Officer.
- 5) Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is terminated in the manner provided in the Personnel Ordinance and the Personnel Rules for positions in the competitive service. However, if the employee's former position has been filled, he/she may be placed in a vacant position in the same classification from which he/she was promoted. If there are no vacant positions, he/she may be ultimately terminated from City service.

## **DISCIPLINE**

Section 6.2. Per the Personnel Rules (currently Section 2.10).

## **RIGHT OF APPEAL**

Section 6.3. Per the Personnel Rules (currently Section 2.11).

## **RULES ON APPEAL TO THE CITY MANAGER**

Section 6.4. Per the Personnel Rules (currently Section 2.12).

## **COMPLAINT AND GRIEVANCE PROCEDURE**

Section 6.5.

1. Purpose of Complaint and Grievance Procedure. It is the City's purpose to provide an effective and acceptable system whereby employees can seek resolution of complaints and grievances, at the lowest possible level, on matters affecting their jobs. All levels of administration and supervision are expected to inform and encourage employees to discuss matters affecting their employment.
2. Definitions.
  - a. Complaint: An allegation or charge by an employee that a wrong has been committed.
  - b. Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
  - c. Grievance: An expressed claim by a competitive service employee or a member of the Administrative Services Unit or a member of the Field Services Unit that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance; these Personnel Rules; other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City. Disciplinary actions, the content of performance evaluations, rejection from probation, lay-off, and merit increases are not subject to the grievance procedure.
  - d. Grievance Procedure: The process by which the validity of a grievance is determined.
  - e. Representative: A person who, at the request of the employee or management, is invited to participate in grievance conferences.
3. Complaint Procedure.

Step 1: The employee should review any complaint with the immediate supervisor. The immediate supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

Step 2: If the action taken by the immediate supervisor is not satisfactory, the employee may take the complaint to successive levels of supervision up to and including the Personnel Officer. The decision of the Personnel Officer shall be the final administrative decision of the City.

4. Grievance Procedure.

a. Informal Grievance Procedure:

The employee shall inform the immediate supervisor orally of the grievance and relevant facts within fourteen (14) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and the immediate supervisor within four (4) days after the employee has expressed the grievance. The immediate supervisor shall orally advise the employee of the decision within seven (7) days following the conference.

b. Formal Grievance Procedure:

Step 1: If the grievance is not resolved informally, the employee shall put the grievance in writing and submit copies to the immediate supervisor no later than ten (10) days following completion of the informal grievance procedure. The written grievance shall include a citation to the specific portion of the Personnel Ordinance, these Personnel Rules, other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City alleged to have been violated and the remedy sought by the employee. The supervisor shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 1.

Step 2: In the event that the grievance is not resolved in Step 1, the employee may submit it to the department director no later than ten (10) days following completion of Step 1. At least one conference shall be held between the employee and the department director. The department director shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 2.

Step 3: In the event that the grievance is not resolved in Step 2, the employee may submit it to the City Manager no later than ten (10) days following completion of Step 2. At least one conference shall be held between the employee and the City Manager. The City Manager shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 3 and shall be the final administrative decision of the City.

5. General Provisions.

- a. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- b. All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
- c. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- d. Failure at any step of this procedure to submit the grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered.
- e. The time limits specified at any step in this procedure may be extended by mutual agreement of all parties.
- f. Reasonable time off without loss of pay shall be given to an employee who has a complaint or grievance and to his/her representative in order to participate in the complaint and grievance procedures.

**TRANSFER, PROMOTION, AND REINSTATEMENT**

Section 6.6.

- 1) Transfer. An employee may be transferred by the appointing authority, at any time, from one position to another position in the same or a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications. No person shall be transferred into a position for which he/she does not possess the minimum qualifications. If the transfer involves a change from one department to another, both department directors must consent thereto, unless the appointing authority orders the transfer. Transfer shall not be used to effectuate a promotion or demotion, each of which may be accomplished only as provided in the Personnel Ordinance and these Personnel Rules. The employee may appeal denial of transfer by the releasing department to the City Manager. The City Manager will review such actions to ensure that equal consideration is given to the employee's



rights and operational requirements of City administration. In such cases, the decision of the City Manager shall be final.

- 2) Promotion. Insofar as consistent with the best interests of the service, all vacancies in the competitive service may be filled by promotion of competitive service and probationary employees.
- 3) Reinstatement. The appointing authority may reinstate, within ninety (90) days of the effective date of resignation, a former competitive service employee who resigned with a good record to a vacant position in the same or comparable class formerly held. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. Credit for the former employment shall be granted in computing salary, vacation, sick leave, or other benefits.

## **SEPARATION FROM SERVICE**

### **Section 6.7.**

- 1) Termination. An employee in the competitive service may be terminated at any time by the appointing authority for reasonable cause. Termination imposed for disciplinary purposes shall be conducted in accordance with Section 6.2. Whenever it is the intention of the appointing authority to terminate an employee, the Personnel Officer shall be notified of such intended action, and the employee shall be served with a written statement of the reasons for such intended action, fourteen (14) days before the effective date of the termination. An employee shall be entitled to appeal the termination in accordance with the procedures of Section 6.4. Any appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer within seven (7) days following the effective date of the termination.
- 2) Lay-Off. An employee may be laid off under provisions of the Personnel Ordinance and Section 6.8.
- 3) Resignation. An employee wishing to leave City employment in good standing, shall file a written resignation with the appointing authority, stating the effective date and reasons for leaving, at least fourteen (14) days before leaving City employment. Failure to give notice as required by this Paragraph may be cause for denying future employment by the City. Such time limit may be waived by the appointing authority if the employee furnishes evidence that such notice would result in unreasonable hardship or loss of opportunity. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Officer.

## **LAY-OFF**

Section 6.8. Whenever it becomes necessary in the interest of economy or efficiency, or because the necessity for a position no longer exists, the City Council may abolish any position in the competitive service, and the employee holding such position may be laid-off without the right of appeal. The order of lay-off of employees shall be established by the Personnel Officer upon the recommendations of the department directors involved. The department directors and Personnel Officer shall take into consideration the job performance and length of service of employees in preparing the lay-off list, provided that no competitive service or probationary employee shall be laid-off from his/her position while any emergency, temporary, or provisional employee is serving in the same classification; and provided that no competitive service employee shall be laid-off from his/her position while any probationary employee is serving in the same classification. Employees to be laid-off shall be given at least thirty (30) days prior notice.

## **ARTICLE 7. MISCELLANEOUS**

### **QUARTERLY LABOR AND MANAGEMENT COMMITTEE**

Section 7.1. The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under this MOU.

### **ENTIRE AGREEMENT-NEGOTIATIONS**

Section 7.2. This Agreement reflects all understandings of the parties. Anything not contained in this Agreement has not been agreed to by the parties. Except as otherwise may have been provided in this Agreement nothing else shall be subject to meet and confer during the term of this Agreement.

Section 7.3. Section 7.2 above does not authorize the City to make unilateral changes in policy affecting terms and conditions of employment, unless they are outside the scope of representation.

Section 7.4. Except as otherwise expressly approved in this Agreement, the City is not obligated to negotiate or change any policies or obligations established by this Agreement during the term of this MOU.

### **SAVINGS CLAUSE**

Section 7.5. Should any provision of this agreement, or an application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by law, regulation, or court decision. But in all other respects, the provisions shall continue in full

force and effect.

### **ASSOCIATION RIGHTS**

Section 7.6. The City shall deduct from each paycheck and remit to the Association within the week following pay day, Association dues from all employees who have signed a written authorization. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues deduction for that pay period.

Section 7.7. Indemnification. The Association shall indemnify the City from all claims by bargaining unit members as a result of implementing and maintaining Association Dues Deductions.


Section 7.8. Employee Information. Within thirty (30) days of each new hire in the Association, the City will notify the Association of the new hire, providing the Association with the employee's name, classification, job title, department in the City, work location, work email address, work phone number, and date of hire.

Section 7.9. Union Security: Maintenance of Membership. Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first twenty-one (21) days of January by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be canceled. The Association will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.10. New Employee Orientation. City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the City orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to the department operational needs.

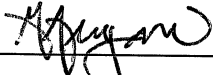
The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

LOMITA CITY EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Laura MacMorran, Association President

Date: Sept. 20<sup>th</sup> 2022

CITY OF LOMITA

  
\_\_\_\_\_  
Gary Sugano, Negotiator

  
\_\_\_\_\_  
Ryan Smoot, City Manager

Date: 9/20/2022

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III  
BASE SALARY SCHEDULE (EXHIBIT 1)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,600	2,730	2,866	3,010	3,160
7	2,665	2,798	2,938	3,085	3,239
8	2,732	2,868	3,012	3,162	3,320
9	2,800	2,940	3,087	3,241	3,403
10	2,870	3,013	3,164	3,322	3,488
11	2,942	3,089	3,243	3,405	3,576
12	3,015	3,166	3,324	3,490	3,665
13	3,091	3,245	3,407	3,578	3,757
14	3,168	3,326	3,493	3,667	3,851
15	3,247	3,409	3,580	3,759	3,947
16	3,328	3,495	3,669	3,853	4,045
17	3,411	3,582	3,761	3,949	4,147
18	3,497	3,672	3,855	4,048	4,250
19	3,584	3,763	3,951	4,149	4,357
20	3,674	3,857	4,050	4,253	4,465
21	3,766	3,954	4,152	4,359	4,577
22	3,860	4,053	4,255	4,468	4,691
23	3,956	4,154	4,362	4,580	4,809
24	4,055	4,258	4,471	4,694	4,929
25	4,156	4,364	4,583	4,812	5,052
26	4,260	4,473	4,697	4,932	5,179
27	4,367	4,585	4,814	5,055	5,308
28	4,476	4,700	4,935	5,182	5,441
29	4,588	4,817	5,058	5,311	5,577
30	4,703	4,938	5,185	5,444	5,716
31	4,820	5,061	5,314	5,580	5,859
32	4,941	5,188	5,447	5,720	6,005
33	5,064	5,317	5,583	5,863	6,156
34	5,191	5,450	5,723	6,009	6,310
35	5,321	5,587	5,866	6,159	6,467
36	5,454	5,726	6,013	6,313	6,629
37	5,590	5,869	6,163	6,471	6,795
38	5,730	6,016	6,317	6,633	6,965
39	5,873	6,167	6,475	6,799	7,139
40	6,020	6,321	6,637	6,969	7,317
41	6,170	6,479	6,803	7,143	7,500
42	6,325	6,641	6,973	7,321	7,688
43	6,483	6,807	7,147	7,505	7,880
44	6,645	6,977	7,326	7,692	8,077
45	6,811	7,151	7,509	7,884	8,279
46	6,981	7,330	7,697	8,082	8,486
47	7,156	7,513	7,889	8,284	8,698
48	7,335	7,701	8,086	8,491	8,915
49	7,518	7,894	8,288	8,703	9,138
50	7,706	8,091	8,496	8,920	9,367

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III  
BASE SALARY SCHEDULE (EXHIBIT 1)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	7,899	8,293	8,708	9,144	9,601
52	8,096	8,501	8,926	9,372	9,841
53	8,298	8,713	9,149	9,606	10,087
54	8,506	8,931	9,378	9,847	10,339
55	8,718	9,154	9,612	10,093	10,597
56	8,936	9,383	9,852	10,345	10,862
57	9,160	9,618	10,099	10,604	11,134
58	9,389	9,858	10,351	10,869	11,412
59	9,624	10,105	10,610	11,140	11,698
60	9,864	10,357	10,875	11,419	11,990
61	10,111	10,616	11,147	11,704	12,290
62	10,364	10,882	11,426	11,997	12,597
63	10,623	11,154	11,711	12,297	12,912
64	10,888	11,433	12,004	12,604	13,235
65	11,160	11,718	12,304	12,920	13,566
66	11,439	12,011	12,612	13,243	13,905
67	11,725	12,312	12,927	13,574	14,252
68	12,019	12,619	13,250	13,913	14,609
69	12,319	12,935	13,582	14,261	14,974
70	12,627	13,258	13,921	14,617	15,348
71	12,943	13,590	14,269	14,983	15,732
72	13,266	13,930	14,626	15,357	16,125
73	13,598	14,278	14,992	15,741	16,528
74	13,938	14,635	15,366	16,135	16,941
75	14,286	15,001	15,751	16,538	17,365
76	14,643	15,376	16,144	16,952	17,799
77	15,009	15,760	16,548	17,375	18,244
78	15,385	16,154	16,962	17,810	18,700
79	15,769	16,558	17,386	18,255	19,168
80	16,164	16,972	17,820	18,711	19,647
81	16,568	17,396	18,266	19,179	20,138
82	16,982	17,831	18,722	19,659	20,642
83	17,406	18,277	19,191	20,150	21,158
84	17,842	18,734	19,670	20,654	21,687
85	18,288	19,202	20,162	21,170	22,229
86	18,745	19,682	20,666	21,699	22,784
87	19,213	20,174	21,183	22,242	23,354
88	19,694	20,678	21,712	22,798	23,938
89	20,186	21,195	22,255	23,368	24,536
90	20,691	21,725	22,812	23,952	25,150

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 2)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,691	2,826	2,967	3,115	3,271
7	2,758	2,896	3,041	3,193	3,353
8	2,827	2,969	3,117	3,273	3,437
9	2,898	3,043	3,195	3,355	3,522
10	2,970	3,119	3,275	3,439	3,610
11	3,045	3,197	3,357	3,525	3,701
12	3,121	3,277	3,441	3,613	3,793
13	3,199	3,359	3,527	3,703	3,888
14	3,279	3,443	3,615	3,796	3,985
15	3,361	3,529	3,705	3,890	4,085
16	3,445	3,617	3,798	3,988	4,187
17	3,531	3,707	3,893	4,087	4,292
18	3,619	3,800	3,990	4,190	4,399
19	3,710	3,895	4,090	4,294	4,509
20	3,802	3,992	4,192	4,402	4,622
21	3,897	4,092	4,297	4,512	4,737
22	3,995	4,195	4,404	4,624	4,856
23	4,095	4,299	4,514	4,740	4,977
24	4,197	4,407	4,627	4,859	5,102
25	4,302	4,517	4,743	4,980	5,229
26	4,410	4,630	4,861	5,105	5,360
27	4,520	4,746	4,983	5,232	5,494
28	4,633	4,864	5,108	5,363	5,631
29	4,749	4,986	5,235	5,497	5,772
30	4,867	5,111	5,366	5,634	5,916
31	4,989	5,238	5,500	5,775	6,064
32	5,114	5,369	5,638	5,920	6,216
33	5,242	5,504	5,779	6,068	6,371
34	5,373	5,641	5,923	6,219	6,530
35	5,507	5,782	6,071	6,375	6,694
36	5,645	5,927	6,223	6,534	6,861
37	5,786	6,075	6,379	6,698	7,033
38	5,930	6,227	6,538	6,865	7,208
39	6,079	6,382	6,702	7,037	7,389
40	6,231	6,542	6,869	7,213	7,573
41	6,386	6,706	7,041	7,393	7,763
42	6,546	6,873	7,217	7,578	7,957
43	6,710	7,045	7,397	7,767	8,156
44	6,877	7,221	7,582	7,961	8,359
45	7,049	7,402	7,772	8,160	8,568
46	7,226	7,587	7,966	8,364	8,783
47	7,406	7,776	8,165	8,574	9,002
48	7,591	7,971	8,369	8,788	9,227
49	7,781	8,170	8,579	9,008	9,458
50	7,976	8,374	8,793	9,233	9,694

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 2)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,175	8,584	9,013	9,464	9,937
52	8,379	8,798	9,238	9,700	10,185
53	8,589	9,018	9,469	9,943	10,440
54	8,804	9,244	9,706	10,191	10,701
55	9,024	9,475	9,949	10,446	10,968
56	9,249	9,712	10,197	10,707	11,243
57	9,480	9,955	10,452	10,975	11,524
58	9,718	10,203	10,714	11,249	11,812
59	9,960	10,458	10,981	11,530	12,107
60	10,209	10,720	11,256	11,819	12,410
61	10,465	10,988	11,537	12,114	12,720
62	10,726	11,263	11,826	12,417	13,038
63	10,994	11,544	12,121	12,727	13,364
64	11,269	11,833	12,424	13,046	13,698
65	11,551	12,129	12,735	13,372	14,040
66	11,840	12,432	13,053	13,706	14,391
67	12,136	12,743	13,380	14,049	14,751
68	12,439	13,061	13,714	14,400	15,120
69	12,750	13,388	14,057	14,760	15,498
70	13,069	13,722	14,409	15,129	15,885
71	13,396	14,065	14,769	15,507	16,283
72	13,731	14,417	15,138	15,895	16,690
73	14,074	14,778	15,516	16,292	17,107
74	14,426	15,147	15,904	16,700	17,535
75	14,786	15,526	16,302	17,117	17,973
76	15,156	15,914	16,709	17,545	18,422
77	15,535	16,312	17,127	17,984	18,883
78	15,923	16,719	17,555	18,433	19,355
79	16,321	17,137	17,994	18,894	19,839
80	16,729	17,566	18,444	19,366	20,335
81	17,148	18,005	18,905	19,851	20,843
82	17,576	18,455	19,378	20,347	21,364
83	18,016	18,916	19,862	20,855	21,898
84	18,466	19,389	20,359	21,377	22,446
85	18,928	19,874	20,868	21,911	23,007
86	19,401	20,371	21,390	22,459	23,582
87	19,886	20,880	21,924	23,020	24,172
88	20,383	21,402	22,472	23,596	24,776
89	20,893	21,937	23,034	24,186	25,395
90	21,415	22,486	23,610	24,791	26,030



**CITY OF LOMITA - FISCAL YEAR 2023-2024 SECTION III  
NON-REPRESENTED SALARY SCHEDULE (EXHIBIT 3)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,745	2,882	3,026	3,177	3,336
7	2,813	2,954	3,102	3,257	3,420
8	2,884	3,028	3,179	3,338	3,505
9	2,956	3,104	3,259	3,422	3,593
10	3,030	3,181	3,340	3,507	3,683
11	3,106	3,261	3,424	3,595	3,775
12	3,183	3,342	3,509	3,685	3,869
13	3,263	3,426	3,597	3,777	3,966
14	3,344	3,512	3,687	3,871	4,065
15	3,428	3,599	3,779	3,968	4,167
16	3,514	3,689	3,874	4,067	4,271
17	3,601	3,782	3,971	4,169	4,378
18	3,691	3,876	4,070	4,273	4,487
19	3,784	3,973	4,172	4,380	4,599
20	3,878	4,072	4,276	4,490	4,714
21	3,975	4,174	4,383	4,602	4,832
22	4,075	4,278	4,492	4,717	4,953
23	4,177	4,385	4,605	4,835	5,077
24	4,281	4,495	4,720	4,956	5,204
25	4,388	4,607	4,838	5,080	5,334
26	4,498	4,723	4,959	5,207	5,467
27	4,610	4,841	5,083	5,337	5,604
28	4,725	4,962	5,210	5,470	5,744
29	4,844	5,086	5,340	5,607	5,887
30	4,965	5,213	5,474	5,747	6,035
31	5,089	5,343	5,610	5,891	6,185
32	5,216	5,477	5,751	6,038	6,340
33	5,346	5,614	5,894	6,189	6,499
34	5,480	5,754	6,042	6,344	6,661
35	5,617	5,898	6,193	6,502	6,828
36	5,757	6,045	6,348	6,665	6,998
37	5,901	6,196	6,506	6,832	7,173
38	6,049	6,351	6,669	7,002	7,352
39	6,200	6,510	6,836	7,177	7,536
40	6,355	6,673	7,007	7,357	7,725
41	6,514	6,840	7,182	7,541	7,918
42	6,677	7,011	7,361	7,729	8,116
43	6,844	7,186	7,545	7,923	8,319
44	7,015	7,366	7,734	8,121	8,527
45	7,190	7,550	7,927	8,324	8,740
46	7,370	7,739	8,125	8,532	8,958
47	7,554	7,932	8,329	8,745	9,182
48	7,743	8,130	8,537	8,964	9,412
49	7,937	8,334	8,750	9,188	9,647
50	8,135	8,542	8,969	9,417	9,888

**CITY OF LOMITA - FISCAL YEAR 2023-2024 SECTION III  
NON-REPRESENTED SALARY SCHEDULE (EXHIBIT 3)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,338	8,755	9,193	9,653	10,135
52	8,547	8,974	9,423	9,894	10,389
53	8,761	9,199	9,659	10,142	10,649
54	8,980	9,429	9,900	10,395	10,915
55	9,204	9,664	10,148	10,655	11,188
56	9,434	9,906	10,401	10,921	11,467
57	9,670	10,154	10,661	11,194	11,754
58	9,912	10,407	10,928	11,474	12,048
59	10,160	10,668	11,201	11,761	12,349
60	10,414	10,934	11,481	12,055	12,658
61	10,674	11,208	11,768	12,356	12,974
62	10,941	11,488	12,062	12,665	13,299
63	11,214	11,775	12,364	12,982	13,631
64	11,495	12,069	12,673	13,307	13,972
65	11,782	12,371	12,990	13,639	14,321
66	12,077	12,680	13,314	13,980	14,679
67	12,379	12,997	13,647	14,330	15,046
68	12,688	13,322	13,989	14,688	15,422
69	13,005	13,655	14,338	15,055	15,808
70	13,330	13,997	14,697	15,432	16,203
71	13,664	14,347	15,064	15,817	16,608
72	14,005	14,705	15,441	16,213	17,023
73	14,355	15,073	15,827	16,618	17,449
74	14,714	15,450	16,222	17,034	17,885
75	15,082	15,836	16,628	17,459	18,332
76	15,459	16,232	17,044	17,896	18,791
77	15,846	16,638	17,470	18,343	19,260
78	16,242	17,054	17,907	18,802	19,742
79	16,648	17,480	18,354	19,272	20,235
80	17,064	17,917	18,813	19,754	20,741
81	17,491	18,365	19,283	20,248	21,260
82	17,928	18,824	19,765	20,754	21,791
83	18,376	19,295	20,260	21,273	22,336
84	18,835	19,777	20,766	21,804	22,895
85	19,306	20,272	21,285	22,349	23,467
86	19,789	20,778	21,817	22,908	24,054
87	20,284	21,298	22,363	23,481	24,655
88	20,791	21,830	22,922	24,068	25,271
89	21,311	22,376	23,495	24,670	25,903
90	21,843	22,935	24,082	25,286	26,551

**CITY OF LOMITA - FISCAL YEAR 2024-2025 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 4)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,800	2,940	3,087	3,241	3,403
7	2,870	3,013	3,164	3,322	3,488
8	2,942	3,089	3,243	3,405	3,576
9	3,015	3,166	3,324	3,490	3,665
10	3,091	3,245	3,407	3,578	3,757
11	3,168	3,326	3,493	3,667	3,851
12	3,247	3,409	3,580	3,759	3,947
13	3,328	3,495	3,669	3,853	4,045
14	3,411	3,582	3,761	3,949	4,147
15	3,497	3,672	3,855	4,048	4,250
16	3,584	3,763	3,951	4,149	4,357
17	3,674	3,857	4,050	4,253	4,465
18	3,766	3,954	4,152	4,359	4,577
19	3,860	4,053	4,255	4,468	4,691
20	3,956	4,154	4,362	4,580	4,809
21	4,055	4,258	4,471	4,694	4,929
22	4,156	4,364	4,583	4,812	5,052
23	4,260	4,473	4,697	4,932	5,179
24	4,367	4,585	4,814	5,055	5,308
25	4,476	4,700	4,935	5,182	5,441
26	4,588	4,817	5,058	5,311	5,577
27	4,703	4,938	5,185	5,444	5,716
28	4,820	5,061	5,314	5,580	5,859
29	4,941	5,188	5,447	5,720	6,005
30	5,064	5,317	5,583	5,863	6,156
31	5,191	5,450	5,723	6,009	6,310
32	5,321	5,587	5,866	6,159	6,467
33	5,454	5,726	6,013	6,313	6,629
34	5,590	5,869	6,163	6,471	6,795
35	5,730	6,016	6,317	6,633	6,965
36	5,873	6,167	6,475	6,799	7,139
37	6,020	6,321	6,637	6,969	7,317
38	6,170	6,479	6,803	7,143	7,500
39	6,325	6,641	6,973	7,321	7,688
40	6,483	6,807	7,147	7,505	7,880
41	6,645	6,977	7,326	7,692	8,077
42	6,811	7,151	7,509	7,884	8,279
43	6,981	7,330	7,697	8,082	8,486
44	7,156	7,513	7,889	8,284	8,698
45	7,335	7,701	8,086	8,491	8,915
46	7,518	7,894	8,288	8,703	9,138
47	7,706	8,091	8,496	8,920	9,367
48	7,899	8,293	8,708	9,144	9,601
49	8,096	8,501	8,926	9,372	9,841
50	8,298	8,713	9,149	9,606	10,087

**CITY OF LOMITA - FISCAL YEAR 2024-2025 SECTION III  
SALARY SCHEDULE (EXHIBIT 4)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,506	8,931	9,378	9,847	10,339
52	8,718	9,154	9,612	10,093	10,597
53	8,936	9,383	9,852	10,345	10,862
54	9,160	9,618	10,099	10,604	11,134
55	9,389	9,858	10,351	10,869	11,412
56	9,624	10,105	10,610	11,140	11,697
57	9,864	10,357	10,875	11,419	11,990
58	10,111	10,616	11,147	11,704	12,290
59	10,364	10,882	11,426	11,997	12,597
60	10,623	11,154	11,711	12,297	12,912
61	10,888	11,433	12,004	12,604	13,235
62	11,160	11,718	12,304	12,920	13,566
63	11,439	12,011	12,612	13,243	13,905
64	11,725	12,312	12,927	13,574	14,252
65	12,019	12,619	13,250	13,913	14,609
66	12,319	12,935	13,582	14,261	14,974
67	12,627	13,258	13,921	14,617	15,348
68	12,943	13,590	14,269	14,983	15,732
69	13,266	13,929	14,626	15,357	16,125
70	13,598	14,278	14,992	15,741	16,528
71	13,938	14,635	15,366	16,135	16,941
72	14,286	15,001	15,751	16,538	17,365
73	14,643	15,376	16,144	16,952	17,799
74	15,009	15,760	16,548	17,375	18,244
75	15,385	16,154	16,962	17,810	18,700
76	15,769	16,558	17,386	18,255	19,168
77	16,164	16,972	17,820	18,711	19,647
78	16,568	17,396	18,266	19,179	20,138
79	16,982	17,831	18,722	19,659	20,642
80	17,406	18,277	19,191	20,150	21,158
81	17,842	18,734	19,670	20,654	21,687
82	18,288	19,202	20,162	21,170	22,229
83	18,745	19,682	20,666	21,699	22,784
84	19,213	20,174	21,183	22,242	23,354
85	19,694	20,678	21,712	22,798	23,938
86	20,186	21,195	22,255	23,368	24,536
87	20,691	21,725	22,812	23,952	25,150
88	21,208	22,268	23,382	24,551	25,778
89	21,738	22,825	23,966	25,165	26,423
90	22,282	23,396	24,566	25,794	27,083

## **EXHIBIT B**

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOMITA AND THE FIELD SERVICES UNIT OF THE LOMITA CITY EMPLOYEES ASSOCIATION**

## **ARTICLE I. GENERAL PROVISIONS**

### **PREAMBLE**

Section 1.1. This Memorandum of Understanding (MOU) is entered into between the City of Lomita (City) and the Field Services Unit of the Lomita City Employees Association (Association), pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et. seq.).

### **APPLICABLE POSITIONS**

Section 1.2. The City reaffirms its recognition of the Association as the exclusive representative of all full time City employees within the following classifications:

Maintenance Aide

Maintenance Worker I

Maintenance Worker II

Public Works Lead Worker

Water Service Technician I

Water Service Technician II

Water Service Technician III

Water Treatment Plant Operator

### **TERM OF AGREEMENT**

Section 1.3. Except as otherwise indicated, this Agreement is to be in effect commencing July 1, 2022, through June 30, 2025.

### **CONTINUATION OF PRIOR PROVISIONS**

Section 1.4.

The parties agree that the terms and provisions of any prior MOU Agreements between the parties shall remain in full force and effect unless such provisions conflict with the terms of this Agreement. All applicable MOU Agreements shall be compiled and displayed in the City Employee Handbook under the heading MOU Agreements. All applicable attachments and exhibits to the MOU Agreements shall be included in this Section of the Handbook. All provisions and terms set forth in the City of Lomita Employee Handbook shall also remain in full force and effect as to all terms and conditions of employment unless the Handbook conflicts with this Agreement, or any prior MOU Agreements between the parties.

## **ARTICLE 2. COMPENSATION AND HOURS**

### **COST OF LIVING ADJUSTMENT (COLA)**

Section 2.1. Effective the first full pay period after July 1,, 2022, full-time represented employees as listed in Article I shall be entitled to a 3.5% base salary increase.

Section 2.2a. Effective the first full pay period after July 1, 2023, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

Section 2.2b. Effective the first full pay period after July 1, 2024, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

### **SALARY RANGES AND CLASS TITLES**

Section 2.2. The attached exhibits (1-4) are assigned to classes covered by this MOU effective the first full pay period after July 1, 2022, through June 30, 2025. Effective the first full pay period after July 1, 2022, the new salary schedule (Exhibit 1) would be implemented for purposes of placing positions within the new salary schedule (eligible employees – non y-rated would be placed in the next highest step at a minimum 1% above current step). Exhibit 2 would be implemented for purposes of the 3.5% COLA effective the first full pay period after July 1, 2022. Exhibits 3 and 4 would be effective the first full pay period after July 1, 2023 and July 1, 2024.

Salary Schedule	Title
12	Maintenance Aide
20	Maintenance Worker I
24	Maintenance Worker II
36	Public Works Lead Worker
23	Water Service Technician I
27	Water Service Technician II
31	Water Service Technician III
35	Water Treatment Plant Operator

### **FULL-TIME SALARY ADMINISTRATION POLICIES**

Section 2.3. The following salary policies shall govern the administration of the salary schedule for full-time classifications:

- a) The first step is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the department director, and with approval of the City Manager when it is decided that such action is in the best interest of the City.

- b) Employees are normally eligible for a salary adjustment after the completion of a minimum of six (6) months of service from the date of appointment. The adjustment shall be made only if recommended by the department director, and, if approved by the City Manager. For employees hired at any step other than the first step, such employees must complete a minimum of twelve (12) months of service from the date of appointment before being eligible for a salary adjustment.
- c) The remaining steps are incentive adjustments, based on the performance evaluation, to encourage an employee to improve his/her work, and to recognize seniority and increased skill on the job. Employees are eligible for these adjustments after the completion of twelve (12) months of service at the preceding step, if the year of service is evaluated as being satisfactory or above. The mere completion of twelve (12) months of service at a particular step does not entitle an employee to an incentive adjustment.
- d) The comprehensive wage and salary plan is based on full-time employment.
- e) As provided for in Government Code Section 3507.5 (the Meyers-Milias-Brown Act), the City has designated the following positions as confidential: Senior Accountant; Deputy City Clerk/Executive Assistant; Management Analyst; Human Resources Analyst; and any other employees who have access to confidential employee relations information. The City Manager may make further designations of confidential positions by preparing a memorandum stating the same. A copy of this memorandum shall be sent to the City Council and to those employees impacted by such designation.

#### **GENERAL SALARY SCHEDULE**

Section 2.4. The general salary schedule shall consist of five steps within each grade and be applicable to positions and classification within the City. Said salary schedule shall be adopted on an annual basis by Resolution of the City Council.

#### **COMPENSATION FOR OVERTIME**

Section 2.5. Subject to approval of the City Manager and to the following provisions, a department director may prescribe reasonable periods of overtime work to meet the operational needs of the department.

Except as otherwise provided herein, overtime shall be paid at one and one-half times the hourly equivalent of the employee's monthly salary rate, based on the number of overtime hours actually worked. For hourly employees called out on an emergency, the minimum call time shall be two (2) hours. Exempt personnel shall not be entitled to overtime.

Full-Time and Part-Time Employees: Overtime is defined as work required by an authorized supervisor on a form approved by the City Manager in excess of forty (40) hours in a workweek or in excess of nine (9) hours in a day (or hours in assigned shift). In the event a bona fide emergency arises that dictates the need for immediate overtime and the employee's supervisor is not available for authorization, the employee shall seek approval from a management employee prior to working the overtime and on the next working day shall prepare an overtime authorization form to the responsible supervisor outlining the same.

Time off taken for purposes of vacation and sick leave shall not serve as time worked when computing the forty (40) hours in a work week or the nine (9) hours in a work day (or hours in an assigned shift).

Double Time: Double time pay shall be provided for time worked in excess of twelve (12) hours in a day.

Exempt Personnel: Exempt Personnel are all administrative and professional managerial employees.

Court Time: Employees who are required to appear in court during their off-duty hours in connection with City business shall receive overtime compensation at one and one-half times the number of hours they spend in court.

#### **CALL BACK TIME AND STANDBY TIME/ REGULAR AND HOLIDAY HOURS**

##### **Section 2.6. A.**

Introduction – Those who are required to work by advance assignment on the day a holiday is observed which provides that they receive, in addition to compensation for actual hours worked, one day of floating holiday. This provision of the M.O.U. applies to employees who are called back to work on a regular workday and on holidays or designated to be on stand-by on such days.

##### **Call Back Time.**

- (1) Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/ her shift or is working prior to his/ her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours of overtime commencing at the time of the page or contact. Any call back lasting two (2) hours or less shall result in a credit for two (2) hours overtime. A subsequent call received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid overtime for actual time worked.



- (2) An employee called back to work on the day a holiday is observed by the City, in addition to the compensation provided for in the above section (1) shall receive  $\frac{1}{2}$  day of floating holiday if the actual time worked is four (4) hours or less, and one (1) day of floating holiday if actual time worked is in excess of four (4) hours. The floating holiday must be used within a fiscal year of the date it is earned.
- (3) Employees who receive telephone calls or visits, including the time to make related return telephone calls, after having left work at the end of their normal scheduled work hours and/ or weekends or holidays are not entitled to any "call back" pay, but are entitled to pay for the time spent providing service on behalf of the City. Such employees shall be compensated for all time actually worked in increments of one quarter ( $\frac{1}{4}$ ) hour while being called, paged, visited, and/ or required to make related return telephone calls. Employees who are required by the nature of the call, and with approval of their supervisor, to return to work shall be entitled to receive call back pay in accordance with the provisions of paragraph (1) above. If required to return to work, the time spent pursuant to this paragraph (3) shall count as part of the call back time under paragraph (1), but shall not be subject to compensation under this paragraph (3).

### **Standby Time**

#### **Section 2.6 B.**

(1) Compensation:

- a. Emergency (regular) Standby – Subject to requirements a-c in Section 2.7B(2) below, those employees designated to perform standby duty to respond to emergency situations that arise after normal working hours shall receive \$250 per week on stand-by duty.

(2) Requirements:

- a. The employee must be able to return all pages or phone calls within fifteen (15) minutes after receiving a page or call.
- b. The employee must be able to respond in person to the assigned work site within thirty (30) minutes of the page or call.
- c. While on standby the employee must be ready and able to work and shall not engage in any conduct that precludes his/ her ability to perform their duties.

- (3) Holiday Standby: Subject to the requirements listed in 2.7B(2) above, an employee scheduled to be on standby duty on the day of a City recognized holiday, including four days during the Christmas Holiday Closure, shall receive, in addition to \$250 per week for standby duty, one floating holiday for each working day while on standby duty, that must be used within a calendar year from the date it is earned.

### **BILINGUAL PAY**

Section 2.7 Bilingual Pay – On recommendation of the Department Head and the Personnel Officer, the City may approve payments of an additional \$20 (twenty dollars) per pay period to a bilingual employee whose abilities have been determined by the Personnel Officer or designee as qualifying to fill positions requiring bilingual speaking and/ or writing ability. Bilingual skill payments will be made when:

- (1) Public contact requires continual (repetitive) eliciting and explaining information in a language other than English; or
- (2) Where translation of written materials in another language is a continuous assignment; or
- (3) The position is in a work location where there is a demonstrated need for language translation in providing services to the public.

The City shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. The pay provided herein for bilingual abilities may be removed when the criteria cease to be met as determined by the Department Head.

### **PAY FOR SERVING IN HIGHER JOB CLASSIFICATION**

Section 2.8. A competitive service employee, and member of the Administrative Services Unit or Field Services Unit who is required, on the basis of acting appointment or other reason, to serve in a class with a higher salary range to that of the class in which he/she is normally assigned, shall receive the minimum salary rate of the higher salary range or a five percent (5%) of current salary increase, whichever is greater, provided the employee shall perform all duties and assume all the responsibilities of the higher class, and only after the employee has served for more than five (5) consecutive working days in the higher classification. Compensation under this Section shall not be permitted for any position which is subject to City Council appointment unless specifically authorized by the City Council.

### **SHIFT DIFFERENTIAL PAY**

Section 2.9. Employees whose regular work schedule includes at least half (50%) of their shift hours worked between 5:00 p.m. and midnight shall be entitled to shift differential pay at the rate of 5% of their straight time hourly rate.

### **COMPENSATION STUDY**

Section 2.10. City shall prepare an updated compensation study no earlier than September 1, 2024 and conclude no later than February 1, 2025 and share the results with the LCEA.

## **ARTICLE 3. WORKING HOURS**

### **WORKING HOURS**

Section 3.1. Working hours will be determined on the basis of operational efficiency and employee preference. Supervisors will establish working schedules subject to approval of department directors and the City Manager.

### **PAY PERIODS AND PAYDAYS**

Section 3.2. All officers and employees of the City of Lomita shall be paid once every two weeks. Compensation shall be made available on an every-other Friday basis. In the event that a payday falls on a holiday, all warrants or checks in payment of compensation shall be made available on the day preceding the holiday.

### **COMPUTATION OF ADVANCEMENT DATES**

Section 3.3 Advancement dates shall be computed from the first day of appointment or from the effective date of any subsequent actions.

### **FLEXIBLE WORK SCHEDULES**

Section 3.4. The City's normal hours of operation are from 7:30 a.m. to 5:30 p.m. Monday through Thursday, and 8:00 a.m. to 5:00 p.m. alternating Fridays except on days designated as City holidays. Upon an employee's request, the City Manager or designee may approve work schedules that vary from the established working schedule as long as business operations are not adversely impacted and continue as required by law.

Section 3.5. Purpose. Flex time may be implemented as work management alternatives when it benefits the City by improving employee recruitment and retention or otherwise suits the City's business needs, and subject to approval of the City Manager or designee as outlined below.

Section 3.6. Flex Time Schedule Request and Approval. When the City Manager or designee determines that the position's work can be effectively carried out and accounted for under such conditions, the City Manager or designee may approve an employee's request for:

- a. A flex time work schedule; or
- b. A compressed workweek schedule that may include a 4/10 workweek, or a 9/80 workweek.

Terms and conditions of individual alternative work schedules shall be set forth in written agreements signed by each participating employee and authorized prior to implementation by the City Manager or designee.

Section 3.7. Discontinuation of Flex Schedules. At the sole discretion of the City, the City Manager or designee may terminate flex schedules when the schedule ceases to meet the business needs of the City and/or the Department. The City Manager or

designee shall provide affected employee with a minimum of two week notice prior to the discontinuation of the flex schedule.

The City Manager's or designee's decision regarding the revocation of an alternative work schedule is final and not subject to appeal.

## ARTICLE 4. BENEFITS

### INSURANCE CONTRIBUTION (CAFETERIA PLAN)

Section 4.1. The City will contribute based on a sliding scale per Section 4.2 a specific dollar amount each month to each full-time employee to be used toward the purchase of the following benefits for the employee and the employee's dependents:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Care Insurance

Each employee is required to purchase a health insurance plan unless the employee provides evidence of other health insurance coverage.

Commencing July 1, 2005, half (50%) of the total contribution amount as provided by the City for insurance benefits, not used by the employee for such benefits may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Personnel Officer.

### CAFETERIA PLAN SUMMARY

Section 4.2. Effective the first full pay period after July 1, 2022, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

#### Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,305 per month.

#### Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,265 per month.

#### Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,243 per month.

#### Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$60 per month to the employee cafeteria plan for a total of \$1,220 per month.

Section 4.3. Effective the first full pay period after July 1, 2023, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

#### Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,405 per month.

#### Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for

a total of \$1,365 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,343 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,320 per month.

Section 4.4. Effective July 1, 2024, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,505 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,465 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,443 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,420 per month.

## **RETIREMENT AND PRE-TAX OF EMPLOYEE CONTRIBUTIONS**

Section 4.4a. Employee Retirement Contributions. Effective the first full pay period after July 1, 2017, all full-time represented employees in the Tier 1 group (2.5%@55 retirement formula) hired prior to February 19, 2012 shall pay a total of 8% of the employee's PERS contribution.

Full-time employees in the Tier 2 (2%@60) and Tier 3 (PEPRA – 2%@62) retirement groups pay their full employee contribution, currently 7% for Tier 2 and 50% of the normal cost of retirement for Tier 3. Employee paid member contributions shall continue to be collected on a pre-tax basis

## **RETIREMENT COST SHARING**

Section 4.4b. Effective the first full pay period after July 1, 2020, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of 0.5% which shall be made through payroll deductions. The 0.5% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

Effective the first full pay period after July 1, 2021, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost

of the employer CalPERS contributions at the rate of an additional 0.5% (for a total of 1%) which shall be made through payroll deductions. The 1% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

This cost sharing agreement shall be made pursuant to Government Code section 20516(f) which provides that nothing shall preclude a contracting agency and its employees from independently agreeing in a memorandum of understanding to share the costs of any benefit. Thus, this cost sharing MOU provision shall not be part of the contract between the CalPERS system and the City and shall therefore be effective with the first payroll period commencing on or after adoption by the City Council of the 2018-2022 MOU. There shall be no automatic sunset date to any of these cost sharing provisions.

#### **RETIREMENT FORMULA SUMMARY**

Section 4.5. The following table lists the 3 retirement tiers and corresponding retirement formula.

Tier	Formula
Tier 1 (those employees hired prior to February 19, 2012)	2.5%@55
Tier 2 (classic members* as defined by PERS and employees hired between February 19, 2012 to December 31, 2012)	2%@60
Tier 3 (PEPRA – those employees hired on or after January 1, 2013)	2%@62

\*A classic member is an employee who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer without a break in service of greater than six months.

#### Applicable to Tier 1

Final Average Compensation Period – 1 Year

#### Applicable to Tiers 2 and 3

Final Average Compensation Period – 3 Years

#### Applicable to All Tiers

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this

benefit.

### **RETIREE HEALTH**

Section 4.6. Full-time employees hired prior to March 11, 2015, who retire from the City of Lomita shall be eligible for employee-only health coverage. City shall pay employee-only monthly premiums for the employee's preferred plan (based on employee's place of residence and region, e.g., Los Angeles, etc.) from the contracting agencies annual list provided by CalPERS. Upon turning age 65, the City shall pay the Supplement/Managed Medicare Monthly Rate contribution employee-only monthly premiums for the employee's preferred plan from the contracting agencies annual list provided by CalPERS.

For employees (who retire from Lomita) hired prior to April 1, 1986, the City will pay employee-only monthly health care premiums. Employees in this category who are not otherwise qualified and do not pay into Medicare will not have their employee-only monthly health-care premiums reduced to the Supplement/Managed Medicare Monthly Supplement Rate upon turning age 65.

Employees hired on or after March 11, 2015, who retire from the City of Lomita shall be eligible for the Public Employees Medical and Hospital Care Act (PEMHCA) minimum that may be applied towards retiree employee only health insurance cost.

### **DISABILITY INSURANCE**

Section 4.7. For competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, the City shall provide and pay for short-term and long-term disability insurance.

### **WORKERS' COMPENSATION**

Section 4.8. In the event that a regular employee incurs a job-related accident or injury while in the conduct of official City business, the employee may integrate his/her Workers' Compensation payments with the use of sick leave and/or vacation leave. During any pay period, the sum of the workers' compensation payments, sick leave, and vacation leave cannot be greater than the employee's salary.

### **DEFERRED COMPENSATION AND MISSION SQUARE RETIREMENT (FORMERLY ICMA) DEFERRED COMPENSATION LOAN PROGRAM**

Section 4.9. All City employees are eligible for the Deferred Compensation Program. All contributions will be made by the employees, except as provided in Section 4.1.

Section 4.10a. Employees have the option to participate in the Mission Square Retirement employee loan program relative to the City's deferred compensation program. Employees wishing to participate in the program may apply directly to Mission Square Retirement and will be subject to their requirements. Under current guidelines,



employees may not borrow greater than ½ of their fund balance and would be required to pay any loan balance upon separation from the City.

#### **FLEXIBLE SPENDING ACCOUNT**

Section 4.11. The City will provide employees a voluntary "Flexible Spending Account". The Flexible Spending Account is offered pursuant to provision of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premium co-pays, health insurance deductible, and childcare services from pre-tax dollars. (a) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. (b) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the City's Plan Document. (c) Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except that the City may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the City's Medical Expense Reimbursement Plan Document and the IRC regulations.

#### **WELLNESS STIPEND**

Section 4.12. Employees will be provided an annual stipend of \$150 towards wellness related programs. These include a health club membership, smoking cessation, weight loss, fitness trackers, etc. The City Manager and/or his designee shall make determinations for items not listed.

#### **TRAINING OF EMPLOYEES**

Section 4.13.

Purpose of Training Program and Policy. It is the Policy of the City of Lomita to develop maximum efficiency in the performance of official duties by City employees by providing for the training of employees in the performance of their official duties, and by assisting them in fulfillment of their duties and responsibilities as well-informed citizens of the community.

The Personnel Officer shall monitor training programs, provide support and assistance to department directors in the administration of internal training programs, and submit recommendations to the City Manager. The development of a continuous program of post-entry training as a part of the normal operation of City administration shall be encouraged. All other things being equal, priority consideration shall be given to training opportunities sponsored by and conducted within the City.

### **TUITION REIMBURSEMENT**

Section 4.14 Tuition Reimbursement. The City will provide to employees up to \$2,000 per fiscal year per employee for tuition reimbursement for courses which relate to their job assignment, or when they are pursuing a degree in a major with potential value to the City. The completion date of the class shall be used in determining the fiscal year in which the benefit shall apply. To be eligible, an employee must be a regular employee and have completed at least one year of service with the City; receive no other duplicate benefits under any student aid programs; receive prior written approvals by the employee's supervisor on a form approved by the City Manager before registering for class, provide the Personnel Officer with evidence of satisfactory completion of a course within thirty (30) days (a "C" grade or better or a "pass" in a pass/fail grading system); and forward to the Personnel Officer all classroom materials for which City reimbursement is being requested.

The City may withhold from an employee's final paycheck sums equal to any amounts which have been reimbursed after course completion if an employee resigns or retires prior to two years per the schedule below.

Effective July 1, 2016, Employees who separate from the City prior to two years after receiving such reimbursement shall pay back the City at the following ratios: 1) Between 0 and 6 months – 100%; 2) Between 6 months and 1 year – 75%; and 3) Between 1 year and 2 years – 50%.

### **GROUP LIFE INSURANCE POLICY**

Section 4.15. The City shall provide a group life insurance policy to all represented and non-represented employees in the amount of fifty thousand dollars (\$50,000). New hires will be eligible for this benefit on the first of the month following employment.

### **UNIFORM ALLOWANCE**

Section 4.16. In July each fiscal year or at other times of the year for new hires, the City shall provide a \$250 annual uniform allowance for purchasing pants and shorts. For purchases made by the employee, such employees shall submit receipts consistent with the City's reimbursement policy.

### **SHOE ALLOWANCE**

Section 4.17. In July each fiscal year or at other times of the year for new hires, employees who are required by Management to wear approved safety shoes/boots in carrying out their job duties shall receive a maximum shoe allowance of \$200 per fiscal year for the purchase of such shoes. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than 12 months and the employee demonstrates to their supervisor that the shoes need to be replaced, the City

shall provide a second pair of shoes/boots. If an employee who currently received the shoe allowance transfers to a position in the bargaining unit for which Management does not require the wearing of approved safety shoes/boots, the employee shall no longer be entitled to receive the shoe allowance. For purchases made by the employee, such employees shall submit receipts consistent with the City's reimbursement policy.

#### **CERTIFICATION PAY**

Section 4.18. The following certification pay shall be provided for those employees possessing such certifications if the department head or designee determines that the certification is related to the duties performed by the employee. Should an employee receiving certification pay fail to maintain said certification, said employee shall notify the City immediately and that certification pay shall be terminated until the certification is renewed/reinstated. Employees may be eligible for one or more certifications.

1. Any employee who obtains and maintains a pesticide applicator certification shall receive \$25 per pay period.
2. Any employee who obtains and maintains a playground equipment inspector certification shall receive \$25 per pay period.
3. Any employee who obtains and maintains a cross connection certification shall receive \$25 per pay period.
4. Any employee who obtains and maintains a Class A/B Driver's License shall receive \$25 per pay period.

## ARTICLE 5. – VACATION AND LEAVE

### ANNUAL VACATION LEAVE

Section 5.1. Eligibility. All competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, earn paid vacation time. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. All vacation days shall be taken at a time mutually agreed upon by the employee and the employee's immediate supervisor. Vacation requests should be in writing and must be pre-approved by the employee's immediate supervisor and department director. When a payday falls within the vacation time granted, an employee may request to be paid prior to leaving on vacation. A request for an advanced paycheck, along with a copy of the approved vacation request, must be submitted in writing to the Finance Director at least three (3) working days prior to the date that the check is needed.

### ANNUAL VACATION ACCRUAL RATE

Section 5.2. Paid vacation leave shall accrue, on a bi-weekly basis, at the rates shown below:

#### Service Years 1-5:

During the first five years of employment, employees earn vacation leave with pay from the first date of employment at the rate of eighty hours each year. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. Thus, for every one year of service through the fifth year of employment an employee is entitled to eighty hours paid vacation annually.

#### Service Years 6-20:

After the completion of five years of service and continuing through the twentieth year of service, an employee shall earn vacation at the rates, in hours per year, shown below:

Years of Service	Vacation Hours Earned
5+-10	120
11	128
12	136
13	144
14	152
15	160
16	168
17	176
18	184
19	192

Years of Service	Vacation Hours Earned
20	200

Service Years 21 and thereafter:

Beginning with the twenty first year of service an employee shall earn vacation at the rate of two hundred hours each year.

**VACATION LEAVE BALANCE, ACCRUAL AND CESSATION OF ACCRUAL**

Section 5.3. No employee may accumulate more than 320 hours of vacation. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing vacation leave when his or her accumulated vacation balance reaches 320 hours. An employee shall not accrue additional vacation leave until the employee uses vacation time and his or her accumulated vacation leave balance again falls below 320 hours. Vacation leave should be used when possible within the year following the year in which it is earned. When an employee leaves City service the balance of any earned and unused vacation days will be paid at the employee's current rate of pay.

**COMPENSATORY TIME**

Section 5.4. Compensatory leave time is capped at one hundred sixty (160) hours for all employees eligible for compensatory leave time. Employees may not earn compensatory time above this limit.

**HOLIDAYS (DOES NOT APPLY TO PART-TIME EMPLOYEES)**

Section 5.5. Employees shall have the following holidays as vacation with pay:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day (December 25th)
- Up to four working days from December 26 to December 31 during the holiday closure (see Section 5.7 - Holiday Closure).
- One Personal Holiday (Floating)\*

\*Must be taken within the fiscal year granted.

**HOLIDAY PAY AND HOLIDAY WORKED**

Section 5.6. Holiday Pay shall be equivalent to the straight time hours an employee would normally work on that day of the week. Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday.

In the event competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, are required to work on the day a holiday is observed, such employees shall receive, in addition to compensation for the actual hours worked, one day of floating holiday that must be used within the fiscal year. If requested by the employee prior to working the holiday, the employee may choose to receive one day of holiday pay at straight time in the same pay period containing the holiday, in-lieu of the one day of floating holiday.

#### **HOLIDAY CLOSURE**

Section 5.7. Starting in 2016, the City will be closed between December 25 and January 1. Starting in 2017, Lincoln's Birthday and Columbus Day will no longer be a recognized city holidays. The City will provide up to four days of paid vacation during the closure. Should a particular year include only 3 working days between Christmas Day and New Year's Day, each employee will be credited with one floating holiday.

Employees required to work during the holiday closure shall be compensated consistent with Section 5.6 above, except that employees required to work on December 26-December 31 shall be paid as follows:

- a. Employees required to work more than 4 hours in a day a holiday is observed shall receive floating holiday hours for a full day in addition to straight pay for hours worked.
- b. Employees required to work less than 4 hours in a day a holiday is observed shall receive floating holiday hours of 4 hours in addition to straight pay for hours worked.

Employees who are on Stand-By/Call-Back during the holiday closure shall be compensated consistent with Section 2.7 above.

#### **SICK LEAVE**

Section 5.8. Sick Leave Generally. The granting of sick leave shall be determined by the following rules:

- 1) Sick leave with pay for employees shall accrue in accordance with Subsection (4) below.
- 2) In addition to the reasons identified in Subsection (4) below, an employee eligible for sick leave with pay shall be granted such leave for the following reasons:
  - a) Personal illness or physical incapacity.

- b) Enforced quarantine of the employee in accordance with community health regulations.
  - c) Doctor and dental appointments.
  - d) Maternity leave. Employees shall be able to apply sick leave to maternity leave in the amount of their accrued sick leave to date. An employee may only use sick pay for the period of medical disability.
  - e) Paternity leave up to a maximum of forty hours per individual situation.
- 3) Sick leave may not be taken until after it has been accrued.
- 4) Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, shall accrue sick leave with pay, on a bi-weekly basis, at a rate of 9 hours for each month of employee service, and any such leave accrued but unused in any year shall be credited to the following year. Observed holidays occurring during the sick leave shall not be counted as a day of such leave. Sick leave is not a right which an employee may use at his/her discretion. Accumulated sick leave may only be used in case of necessity and actual personal sickness or disability, or up to twelve days of accumulated sick leave per fiscal year may be used to care for the employee's ill child, spouse, or parent, parent-in-law, registered domestic partner, sibling or grandparent.
- a) An employee must call within thirty (30) minutes after the regular starting time of his/her assigned shift and report to his/her supervisor.
  - b) Except in extraordinary circumstances, failure to call within the thirty (30) minute time limit is a basis for denying use of sick leave.
  - c) Sick leave pay will not be granted to an employee who fails to call as directed, even if accrued, unused sick leave is available.
  - d) A doctor's statement will be required prior to returning to work if an employee is absent for three (3) days or more.
  - e) Failure to validate an absence in Sub-Paragraph (4)(d) above with a doctor's statement is grounds for denying use of sick leave. The employee has an obligation to keep his/her supervisor informed when he/she may return to work and his/her whereabouts at all times.
  - f) In cases of suspected abuse of sick leave, a supervisor may require a doctor's statement for any illness. Continued abuse will be cause for discipline.
- 5) Once an employee has accumulated 480 hours of sick leave, the City may thereafter at the option of the City and employee, each year, elect to buy back one-half of each year's accumulated sick leave. The compensation will be equal to the employee's usual straight time hourly rate of pay times the number of hours bought back.

## **SICK LEAVE DONATION POLICY**

Section 5.9. Per the Personnel Rules (currently Section 5.3, paragraph 2)

## **FAMILY CARE LEAVE**

Section 5.10. Per page 67 of the Personnel Rules (Family and Medical Care Leave Policy).

### **BEREAVEMENT LEAVE**

Section 5.11. Competitive service employees, probationary employees, members of the Administrative Services Unit, and members of the Field Services Unit are eligible for bereavement leave. For travel less than 300 miles, employees shall be eligible for a maximum of three (3) days bereavement leave for the death of a member of the employee's immediate family. For travel greater than 300 miles, employees shall be eligible for a maximum of four (4) days bereavement leave for the death of a member of the employee's immediate family. Immediate family is limited to a parent, step-parent, spouse, child, step-child, brother, sister, uncle, aunt, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law, regardless of residence.

If an employee is required to be absent beyond the maximum number of days listed above, additional days must be charged against accumulated vacation/comp time leave.

### **MILITARY LEAVE**

Section 5.12. Military leave shall be granted in accordance with the provisions of Chapter 7, Division 2, Part I, of the California Military and Veterans' Code. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

### **LEAVE OF ABSENCE WITHOUT PAY**

Section 5.13. A department director may grant a competitive service employee, probationary employee, and a member of the Administrative Services Unit or Field Services Unit leave of absence without pay for not more than one (1) calendar week. Such leave shall be reported to the Personnel Officer. The City Manager may grant a regular or probationary employee leave of absence without pay or seniority, not to exceed three (3) months. After three (3) months, the leave of absence may be extended, if authorized by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and such approval shall be made in writing.

### **JURY DUTY LEAVE**

Section 5.14. Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit required to serve as a juror shall be compensated for the difference between their normal salary and the compensation for jury duty, less travel pay, during the period of such service, provided that the employee does not serve more than once in any calendar year. To be eligible for City compensated jury duty leave, employees must provide the Personnel Officer with evidence of jury duty service, including the hours and days thereof, from the Court. In



the event such evidence is not provided, any time missed may be deducted from the employee's vacation time or offset from future earnings. During their jury duty leave, night shift employees will be transferred to the day shift.

#### **ADMINISTRATION OF LEAVE**

Section 5.15. Employees shall be in attendance at their work location in accordance with the Personnel Rules regarding hours of work, holidays, and leaves. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer at the time, and in the manner he/she specifies.

#### **FAILURE TO RETURN FROM LEAVE/UNAUTHORIZED ABSENCE**

Section 5.16. At the expiration of an approved leave or approved leave of absence, the employee shall promptly return to duty. Failure on the part of an employee to promptly return to duty shall be considered an absence without leave and be cause for discipline, up to and including termination of employment. Leaves and leaves of absence can be terminated by providing an employee with a reasonable notice to return to work. Deposit in the United States mail of a first-class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

## **ARTICLE 6. – CONDITIONS OF EMPLOYMENT**

### **PROBATIONARY PERIOD**

Section 6.1 All appointments in the competitive service, including promotional appointments, shall be subject to a probationary period of six (6) months. The length of the probationary period may be extended by the appointing authority, if more on-the-job training is warranted or further observation of the employee is desired, by the department head, based on unique circumstances to allow a full and fair evaluation of the probationary employee. No probationary period may be extended beyond nine months from the employee's date of hire.

- 1) Purpose of Probationary Period. The primary purpose of the Probationary Period is to provide an effective environmental orientation for the employee, educating him/her in prevailing management attitudes, policies, and procedures, and training him/her in the tasks associated with the assignment.
- 2) Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to this position, and for determining if he/she is capable of meeting the requirements of the assignment.
- 3) Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months of actual service. If the City determines that it does not wish to retain the probationary employee, the appointing authority shall file a written statement with the Personnel Officer which recommends termination of the employee.
- 4) Rejection of Probationer. During the probationary period, an employee may be rejected at any time by the appointing authority without cause and without the right of appeal. Written notification of rejection shall be given to the employee and a copy filed with the Personnel Officer.
- 5) Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted unless charges are filed, and he/she is terminated in the manner provided in the Personnel Ordinance and the Personnel Rules for positions in the competitive service. However, if the employee's former position has been filled, he/she may be placed in a vacant position in the same classification from which he/she was promoted. If there are no vacant positions, he/she may be ultimately terminated from City service.

## **DISCIPLINE**

Section 6.2. Per the Personnel Rules (currently Section 2.10).

## **RIGHT OF APPEAL**

Section 6.3. Per the Personnel Rules (currently Section 2.11).

## **RULES ON APPEAL TO THE CITY MANAGER**

Section 6.4. Per the Personnel Rules (currently Section 2.12).

## **COMPLAINT AND GRIEVANCE PROCEDURE**

Section 6.5.

1. Purpose of Complaint and Grievance Procedure. It is the City's purpose to provide an effective and acceptable system whereby employees can seek resolution of complaints and grievances, at the lowest possible level, on matters affecting their jobs. All levels of administration and supervision are expected to inform and encourage employees to discuss matters affecting their employment.
2. Definitions.
  - a. Complaint: An allegation or charge by an employee that a wrong has been committed.
  - b. Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
  - c. Grievance: An expressed claim by a competitive service employee or a member of the Administrative Services Unit or a member of the Field Services Unit that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance; these Personnel Rules; other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City. Disciplinary actions, the content of performance evaluations, rejection from probation, lay-off, and merit increases are not subject to the grievance procedure.
  - d. Grievance Procedure: The process by which the validity of a grievance is determined.
  - e. Representative: A person who, at the request of the employee or management, is invited to participate in grievance conferences.
3. Complaint Procedure.

Step 1: The employee should review any complaint with the immediate supervisor. The immediate supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

Step 2: If the action taken by the immediate supervisor is not satisfactory, the employee may take the complaint to successive levels of supervision up to and including the Personnel Officer. The decision of the Personnel Officer shall be the final administrative decision of the City.

4. Grievance Procedure.

a. Informal Grievance Procedure:

The employee shall inform the immediate supervisor orally of the grievance and relevant facts within fourteen (14) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and the immediate supervisor within four (4) days after the employee has expressed the grievance. The immediate supervisor shall orally advise the employee of the decision within seven (7) days following the conference.

b. Formal Grievance Procedure:

Step 1: If the grievance is not resolved informally, the employee shall put the grievance in writing and submit copies to the immediate supervisor no later than ten (10) days following completion of the informal grievance procedure. The written grievance shall include a citation to the specific portion of the Personnel Ordinance, these Personnel Rules, other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City alleged to have been violated and the remedy sought by the employee. The supervisor shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 1.

Step 2: In the event that the grievance is not resolved in Step 1, the employee may submit it to the department director no later than ten (10) days following completion of Step 1. At least one conference shall be held between the employee and the department director. The department director shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 2.

Step 3: In the event that the grievance is not resolved in Step 2, the employee may submit it to the City Manager no later than ten (10) days following completion of Step 2. At least one conference shall be held between the employee and the City Manager. The City Manager shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 3 and shall be the final administrative decision of the City.

5. General Provisions.

- a. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- b. All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
- c. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- d. Failure at any step of this procedure to submit the grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered.
- e. The time limits specified at any step in this procedure may be extended by mutual agreement of all parties.
- f. Reasonable time off without loss of pay shall be given to an employee who has a complaint or grievance and to his/her representative in order to participate in the complaint and grievance procedures.

**TRANSFER, PROMOTION, AND REINSTATEMENT**

Section 6.6

- 1) Transfer. An employee may be transferred by the appointing authority, at any time, from one position to another position in the same or a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications. No person shall be transferred into a position for which he/she does not possess the minimum qualifications. If the transfer involves a change from one department to another, both department directors must consent thereto, unless the appointing authority orders the transfer. Transfer shall not be used to effectuate a promotion or demotion, each of which may be accomplished only as provided in the Personnel Ordinance and these Personnel Rules. The employee may appeal denial of transfer by the releasing department to the City Manager. The City Manager will review such actions to ensure that equal consideration is given to the employee's

rights and operational requirements of City administration. In such cases, the decision of the City Manager shall be final.

- 2) Promotion. Insofar as consistent with the best interests of the service, all vacancies in the competitive service may be filled by promotion of competitive service and probationary employees.
- 3) Reinstatement. The appointing authority may reinstate, within ninety (90) days of the effective date of resignation, a former competitive service employee who resigned with a good record to a vacant position in the same or comparable class formerly held. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. Credit for the former employment shall be granted in computing salary, vacation, sick leave, or other benefits.

## **SEPARATION FROM SERVICE**

### **Section 6.7.**

- 1) Termination. An employee in the competitive service may be terminated at any time by the appointing authority for reasonable cause. Termination imposed for disciplinary purposes shall be conducted in accordance with Section 6.2. Whenever it is the intention of the appointing authority to terminate an employee, the Personnel Officer shall be notified of such intended action, and the employee shall be served with a written statement of the reasons for such intended action, fourteen (14) days before the effective date of the termination. An employee shall be entitled to appeal the termination in accordance with the procedures of Section 6.4. Any appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer within seven (7) days following the effective date of the termination.
- 2) Lay-Off. An employee may be laid off under provisions of the Personnel Ordinance and Section 6.8.
- 3) Resignation. An employee wishing to leave City employment in good standing, shall file a written resignation with the appointing authority, stating the effective date and reasons for leaving, at least fourteen (14) days before leaving City employment. Failure to give notice as required by this Paragraph may be cause for denying future employment by the City. Such time limit may be waived by the appointing authority if the employee furnishes evidence that such notice would result in unreasonable hardship or loss of opportunity. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Officer.

## **LAY-OFF**

Section 6.8. Whenever it becomes necessary in the interest of economy or efficiency, or because the necessity for a position no longer exists, the City Council may abolish any position in the competitive service, and the employee holding such position may be laid-off without the right of appeal. The order of lay-off of employees shall be established by the Personnel Officer upon the recommendations of the department directors involved. The department directors and Personnel Officer shall take into consideration the job performance and length of service of employees in preparing the lay-off list, provided that no competitive service or probationary employee shall be laid-off from his/her position while any emergency, temporary, or provisional employee is serving in the same classification; and provided that no competitive service employee shall be laid-off from his/her position while any probationary employee is serving in the same classification. Employees to be laid-off shall be given at least thirty (30) days prior notice.

## **ARTICLE 7. MISCELLANEOUS**

### **QUARTERLY LABOR AND MANAGEMENT COMMITTEE**

Section 7.1. The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under this MOU.

### **ENTIRE AGREEMENT-NEGOTIATIONS**

Section 7.2. This Agreement reflects all understandings of the parties. Anything not contained in this Agreement has not been agreed to by the parties. Except as otherwise may have been provided in this Agreement nothing else shall be subject to meet and confer during the term of this Agreement.

Section 7.3. Section 7.2 above does not authorize the City to make unilateral changes in policy affecting terms and conditions of employment, unless they are outside the scope of representation.

Section 7.4. Except as otherwise expressly approved in this Agreement, the City is not obligated to negotiate or change any policies or obligations established by this Agreement during the term of this MOU.

### **SAVINGS CLAUSE**

Section 7.5. Should any provision of this agreement, or an application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by law, regulation, or court decision. But in all other respects, the provisions shall continue in full force and effect.

### **ASSOCIATION RIGHTS**

Section 7.6. The City shall deduct from each paycheck and remit to the Association within the week following pay day, Association dues from all employees who have signed a written authorization. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues deduction for that pay period.

Section 7.7. Indemnification. The Association shall indemnify the City from all claims by bargaining unit members as a result of implementing and maintaining Association Dues Deductions.



Section 7.8. Employee Information. Within thirty (30) days of each new hire in the Association, the City will notify the Association of the new hire, providing the Association with the employee's name, classification, job title, department in the City, work location, work email address, work phone number, and date of hire.

Section 7.9. Union Security: Maintenance of Membership. Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first twenty-one (21) days of January by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be canceled. The Association will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.10. New Employee Orientation. City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the City orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

LOMITA CITY EMPLOYEES ASSOCIATION

Laura MacMorran

Laura MacMorran, Association President

Date: Sept. 20<sup>th</sup> 2022

CITY OF LOMITA

Gary Sugano

Gary Sugano, Negotiator

Ryan Smoot

Ryan Smoot, City Manager

Date: 9/20/2022

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III  
BASE SALARY SCHEDULE (EXHIBIT 1)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,600	2,730	2,866	3,010	3,160
7	2,665	2,798	2,938	3,085	3,239
8	2,732	2,868	3,012	3,162	3,320
9	2,800	2,940	3,087	3,241	3,403
10	2,870	3,013	3,164	3,322	3,488
11	2,942	3,089	3,243	3,405	3,576
12	3,015	3,166	3,324	3,490	3,665
13	3,091	3,245	3,407	3,578	3,757
14	3,168	3,326	3,493	3,667	3,851
15	3,247	3,409	3,580	3,759	3,947
16	3,328	3,495	3,669	3,853	4,045
17	3,411	3,582	3,761	3,949	4,147
18	3,497	3,672	3,855	4,048	4,250
19	3,584	3,763	3,951	4,149	4,357
20	3,674	3,857	4,050	4,253	4,465
21	3,766	3,954	4,152	4,359	4,577
22	3,860	4,053	4,255	4,468	4,691
23	3,956	4,154	4,362	4,580	4,809
24	4,055	4,258	4,471	4,694	4,929
25	4,156	4,364	4,583	4,812	5,052
26	4,260	4,473	4,697	4,932	5,179
27	4,367	4,585	4,814	5,055	5,308
28	4,476	4,700	4,935	5,182	5,441
29	4,588	4,817	5,058	5,311	5,577
30	4,703	4,938	5,185	5,444	5,716
31	4,820	5,061	5,314	5,580	5,859
32	4,941	5,188	5,447	5,720	6,005
33	5,064	5,317	5,583	5,863	6,156
34	5,191	5,450	5,723	6,009	6,310
35	5,321	5,587	5,866	6,159	6,467
36	5,454	5,726	6,013	6,313	6,629
37	5,590	5,869	6,163	6,471	6,795
38	5,730	6,016	6,317	6,633	6,965
39	5,873	6,167	6,475	6,799	7,139
40	6,020	6,321	6,637	6,969	7,317
41	6,170	6,479	6,803	7,143	7,500
42	6,325	6,641	6,973	7,321	7,688
43	6,483	6,807	7,147	7,505	7,880
44	6,645	6,977	7,326	7,692	8,077
45	6,811	7,151	7,509	7,884	8,279
46	6,981	7,330	7,697	8,082	8,486
47	7,156	7,513	7,889	8,284	8,698
48	7,335	7,701	8,086	8,491	8,915
49	7,518	7,894	8,288	8,703	9,138
50	7,706	8,091	8,496	8,920	9,367

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III  
BASE SALARY SCHEDULE (EXHIBIT 1)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	7,899	8,293	8,708	9,144	9,601
52	8,096	8,501	8,926	9,372	9,841
53	8,298	8,713	9,149	9,606	10,087
54	8,506	8,931	9,378	9,847	10,339
55	8,718	9,154	9,612	10,093	10,597
56	8,936	9,383	9,852	10,345	10,862
57	9,160	9,618	10,099	10,604	11,134
58	9,389	9,858	10,351	10,869	11,412
59	9,624	10,105	10,610	11,140	11,698
60	9,864	10,357	10,875	11,419	11,990
61	10,111	10,616	11,147	11,704	12,290
62	10,364	10,882	11,426	11,997	12,597
63	10,623	11,154	11,711	12,297	12,912
64	10,888	11,433	12,004	12,604	13,235
65	11,160	11,718	12,304	12,920	13,566
66	11,439	12,011	12,612	13,243	13,905
67	11,725	12,312	12,927	13,574	14,252
68	12,019	12,619	13,250	13,913	14,609
69	12,319	12,935	13,582	14,261	14,974
70	12,627	13,258	13,921	14,617	15,348
71	12,943	13,590	14,269	14,983	15,732
72	13,266	13,930	14,626	15,357	16,125
73	13,598	14,278	14,992	15,741	16,528
74	13,938	14,635	15,366	16,135	16,941
75	14,286	15,001	15,751	16,538	17,365
76	14,643	15,376	16,144	16,952	17,799
77	15,009	15,760	16,548	17,375	18,244
78	15,385	16,154	16,962	17,810	18,700
79	15,769	16,558	17,386	18,255	19,168
80	16,164	16,972	17,820	18,711	19,647
81	16,568	17,396	18,266	19,179	20,138
82	16,982	17,831	18,722	19,659	20,642
83	17,406	18,277	19,191	20,150	21,158
84	17,842	18,734	19,670	20,654	21,687
85	18,288	19,202	20,162	21,170	22,229
86	18,745	19,682	20,666	21,699	22,784
87	19,213	20,174	21,183	22,242	23,354
88	19,694	20,678	21,712	22,798	23,938
89	20,186	21,195	22,255	23,368	24,536
90	20,691	21,725	22,812	23,952	25,150

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 2)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,691	2,826	2,967	3,115	3,271
7	2,758	2,896	3,041	3,193	3,353
8	2,827	2,969	3,117	3,273	3,437
9	2,898	3,043	3,195	3,355	3,522
10	2,970	3,119	3,275	3,439	3,610
11	3,045	3,197	3,357	3,525	3,701
12	3,121	3,277	3,441	3,613	3,793
13	3,199	3,359	3,527	3,703	3,888
14	3,279	3,443	3,615	3,796	3,985
15	3,361	3,529	3,705	3,890	4,085
16	3,445	3,617	3,798	3,988	4,187
17	3,531	3,707	3,893	4,087	4,292
18	3,619	3,800	3,990	4,190	4,399
19	3,710	3,895	4,090	4,294	4,509
20	3,802	3,992	4,192	4,402	4,622
21	3,897	4,092	4,297	4,512	4,737
22	3,995	4,195	4,404	4,624	4,856
23	4,095	4,299	4,514	4,740	4,977
24	4,197	4,407	4,627	4,859	5,102
25	4,302	4,517	4,743	4,980	5,229
26	4,410	4,630	4,861	5,105	5,360
27	4,520	4,746	4,983	5,232	5,494
28	4,633	4,864	5,108	5,363	5,631
29	4,749	4,986	5,235	5,497	5,772
30	4,867	5,111	5,366	5,634	5,916
31	4,989	5,238	5,500	5,775	6,064
32	5,114	5,369	5,638	5,920	6,216
33	5,242	5,504	5,779	6,068	6,371
34	5,373	5,641	5,923	6,219	6,530
35	5,507	5,782	6,071	6,375	6,694
36	5,645	5,927	6,223	6,534	6,861
37	5,786	6,075	6,379	6,698	7,033
38	5,930	6,227	6,538	6,865	7,208
39	6,079	6,382	6,702	7,037	7,389
40	6,231	6,542	6,869	7,213	7,573
41	6,386	6,706	7,041	7,393	7,763
42	6,546	6,873	7,217	7,578	7,957
43	6,710	7,045	7,397	7,767	8,156
44	6,877	7,221	7,582	7,961	8,359
45	7,049	7,402	7,772	8,160	8,568
46	7,226	7,587	7,966	8,364	8,783
47	7,406	7,776	8,165	8,574	9,002
48	7,591	7,971	8,369	8,788	9,227
49	7,781	8,170	8,579	9,008	9,458
50	7,976	8,374	8,793	9,233	9,694

**CITY OF LOMITA - FISCAL YEAR 2022-2023 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 2)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,175	8,584	9,013	9,464	9,937
52	8,379	8,798	9,238	9,700	10,185
53	8,589	9,018	9,469	9,943	10,440
54	8,804	9,244	9,706	10,191	10,701
55	9,024	9,475	9,949	10,446	10,968
56	9,249	9,712	10,197	10,707	11,243
57	9,480	9,955	10,452	10,975	11,524
58	9,718	10,203	10,714	11,249	11,812
59	9,960	10,458	10,981	11,530	12,107
60	10,209	10,720	11,256	11,819	12,410
61	10,465	10,988	11,537	12,114	12,720
62	10,726	11,263	11,826	12,417	13,038
63	10,994	11,544	12,121	12,727	13,364
64	11,269	11,833	12,424	13,046	13,698
65	11,551	12,129	12,735	13,372	14,040
66	11,840	12,432	13,053	13,706	14,391
67	12,136	12,743	13,380	14,049	14,751
68	12,439	13,061	13,714	14,400	15,120
69	12,750	13,388	14,057	14,760	15,498
70	13,069	13,722	14,409	15,129	15,885
71	13,396	14,065	14,769	15,507	16,283
72	13,731	14,417	15,138	15,895	16,690
73	14,074	14,778	15,516	16,292	17,107
74	14,426	15,147	15,904	16,700	17,535
75	14,786	15,526	16,302	17,117	17,973
76	15,156	15,914	16,709	17,545	18,422
77	15,535	16,312	17,127	17,984	18,883
78	15,923	16,719	17,555	18,433	19,355
79	16,321	17,137	17,994	18,894	19,839
80	16,729	17,566	18,444	19,366	20,335
81	17,148	18,005	18,905	19,851	20,843
82	17,576	18,455	19,378	20,347	21,364
83	18,016	18,916	19,862	20,855	21,898
84	18,466	19,389	20,359	21,377	22,446
85	18,928	19,874	20,868	21,911	23,007
86	19,401	20,371	21,390	22,459	23,582
87	19,886	20,880	21,924	23,020	24,172
88	20,383	21,402	22,472	23,596	24,776
89	20,893	21,937	23,034	24,186	25,395
90	21,415	22,486	23,610	24,791	26,030

**CITY OF LOMITA - FISCAL YEAR 2023-2024 SECTION III  
NON-REPRESENTED SALARY SCHEDULE (EXHIBIT 3)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,745	2,882	3,026	3,177	3,336
7	2,813	2,954	3,102	3,257	3,420
8	2,884	3,028	3,179	3,338	3,505
9	2,956	3,104	3,259	3,422	3,593
10	3,030	3,181	3,340	3,507	3,683
11	3,106	3,261	3,424	3,595	3,775
12	3,183	3,342	3,509	3,685	3,869
13	3,263	3,426	3,597	3,777	3,966
14	3,344	3,512	3,687	3,871	4,065
15	3,428	3,599	3,779	3,968	4,167
16	3,514	3,689	3,874	4,067	4,271
17	3,601	3,782	3,971	4,169	4,378
18	3,691	3,876	4,070	4,273	4,487
19	3,784	3,973	4,172	4,380	4,599
20	3,878	4,072	4,276	4,490	4,714
21	3,975	4,174	4,383	4,602	4,832
22	4,075	4,278	4,492	4,717	4,953
23	4,177	4,385	4,605	4,835	5,077
24	4,281	4,495	4,720	4,956	5,204
25	4,388	4,607	4,838	5,080	5,334
26	4,498	4,723	4,959	5,207	5,467
27	4,610	4,841	5,083	5,337	5,604
28	4,725	4,962	5,210	5,470	5,744
29	4,844	5,086	5,340	5,607	5,887
30	4,965	5,213	5,474	5,747	6,035
31	5,089	5,343	5,610	5,891	6,185
32	5,216	5,477	5,751	6,038	6,340
33	5,346	5,614	5,894	6,189	6,499
34	5,480	5,754	6,042	6,344	6,661
35	5,617	5,898	6,193	6,502	6,828
36	5,757	6,045	6,348	6,665	6,998
37	5,901	6,196	6,506	6,832	7,173
38	6,049	6,351	6,669	7,002	7,352
39	6,200	6,510	6,836	7,177	7,536
40	6,355	6,673	7,007	7,357	7,725
41	6,514	6,840	7,182	7,541	7,918
42	6,677	7,011	7,361	7,729	8,116
43	6,844	7,186	7,545	7,923	8,319
44	7,015	7,366	7,734	8,121	8,527
45	7,190	7,550	7,927	8,324	8,740
46	7,370	7,739	8,125	8,532	8,958
47	7,554	7,932	8,329	8,745	9,182
48	7,743	8,130	8,537	8,964	9,412
49	7,937	8,334	8,750	9,188	9,647
50	8,135	8,542	8,969	9,417	9,888

**CITY OF LOMITA - FISCAL YEAR 2023-2024 SECTION III  
NON-REPRESENTED SALARY SCHEDULE (EXHIBIT 3)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,338	8,755	9,193	9,653	10,135
52	8,547	8,974	9,423	9,894	10,389
53	8,761	9,199	9,659	10,142	10,649
54	8,980	9,429	9,900	10,395	10,915
55	9,204	9,664	10,148	10,655	11,188
56	9,434	9,906	10,401	10,921	11,467
57	9,670	10,154	10,661	11,194	11,754
58	9,912	10,407	10,928	11,474	12,048
59	10,160	10,668	11,201	11,761	12,349
60	10,414	10,934	11,481	12,055	12,658
61	10,674	11,208	11,768	12,356	12,974
62	10,941	11,488	12,062	12,665	13,299
63	11,214	11,775	12,364	12,982	13,631
64	11,495	12,069	12,673	13,307	13,972
65	11,782	12,371	12,990	13,639	14,321
66	12,077	12,680	13,314	13,980	14,679
67	12,379	12,997	13,647	14,330	15,046
68	12,688	13,322	13,989	14,688	15,422
69	13,005	13,655	14,338	15,055	15,808
70	13,330	13,997	14,697	15,432	16,203
71	13,664	14,347	15,064	15,817	16,608
72	14,005	14,705	15,441	16,213	17,023
73	14,355	15,073	15,827	16,618	17,449
74	14,714	15,450	16,222	17,034	17,885
75	15,082	15,836	16,628	17,459	18,332
76	15,459	16,232	17,044	17,896	18,791
77	15,846	16,638	17,470	18,343	19,260
78	16,242	17,054	17,907	18,802	19,742
79	16,648	17,480	18,354	19,272	20,235
80	17,064	17,917	18,813	19,754	20,741
81	17,491	18,365	19,283	20,248	21,260
82	17,928	18,824	19,765	20,754	21,791
83	18,376	19,295	20,260	21,273	22,336
84	18,835	19,777	20,766	21,804	22,895
85	19,306	20,272	21,285	22,349	23,467
86	19,789	20,778	21,817	22,908	24,054
87	20,284	21,298	22,363	23,481	24,655
88	20,791	21,830	22,922	24,068	25,271
89	21,311	22,376	23,495	24,670	25,903
90	21,843	22,935	24,082	25,286	26,551



**CITY OF LOMITA - FISCAL YEAR 2024-2025 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 4)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6	2,800	2,940	3,087	3,241	3,403
7	2,870	3,013	3,164	3,322	3,488
8	2,942	3,089	3,243	3,405	3,576
9	3,015	3,166	3,324	3,490	3,665
10	3,091	3,245	3,407	3,578	3,757
11	3,168	3,326	3,493	3,667	3,851
12	3,247	3,409	3,580	3,759	3,947
13	3,328	3,495	3,669	3,853	4,045
14	3,411	3,582	3,761	3,949	4,147
15	3,497	3,672	3,855	4,048	4,250
16	3,584	3,763	3,951	4,149	4,357
17	3,674	3,857	4,050	4,253	4,465
18	3,766	3,954	4,152	4,359	4,577
19	3,860	4,053	4,255	4,468	4,691
20	3,956	4,154	4,362	4,580	4,809
21	4,055	4,258	4,471	4,694	4,929
22	4,156	4,364	4,583	4,812	5,052
23	4,260	4,473	4,697	4,932	5,179
24	4,367	4,585	4,814	5,055	5,308
25	4,476	4,700	4,935	5,182	5,441
26	4,588	4,817	5,058	5,311	5,577
27	4,703	4,938	5,185	5,444	5,716
28	4,820	5,061	5,314	5,580	5,859
29	4,941	5,188	5,447	5,720	6,005
30	5,064	5,317	5,583	5,863	6,156
31	5,191	5,450	5,723	6,009	6,310
32	5,321	5,587	5,866	6,159	6,467
33	5,454	5,726	6,013	6,313	6,629
34	5,590	5,869	6,163	6,471	6,795
35	5,730	6,016	6,317	6,633	6,965
36	5,873	6,167	6,475	6,799	7,139
37	6,020	6,321	6,637	6,969	7,317
38	6,170	6,479	6,803	7,143	7,500
39	6,325	6,641	6,973	7,321	7,688
40	6,483	6,807	7,147	7,505	7,880
41	6,645	6,977	7,326	7,692	8,077
42	6,811	7,151	7,509	7,884	8,279
43	6,981	7,330	7,697	8,082	8,486
44	7,156	7,513	7,889	8,284	8,698
45	7,335	7,701	8,086	8,491	8,915
46	7,518	7,894	8,288	8,703	9,138
47	7,706	8,091	8,496	8,920	9,367
48	7,899	8,293	8,708	9,144	9,601
49	8,096	8,501	8,926	9,372	9,841
50	8,298	8,713	9,149	9,606	10,087

**CITY OF LOMITA - FISCAL YEAR 2024-2025 SECTION III**  
**SALARY SCHEDULE (EXHIBIT 4)**

<b>SCHED. NO.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51	8,506	8,931	9,378	9,847	10,339
52	8,718	9,154	9,612	10,093	10,597
53	8,936	9,383	9,852	10,345	10,862
54	9,160	9,618	10,099	10,604	11,134
55	9,389	9,858	10,351	10,869	11,412
56	9,624	10,105	10,610	11,140	11,697
57	9,864	10,357	10,875	11,419	11,990
58	10,111	10,616	11,147	11,704	12,290
59	10,364	10,882	11,426	11,997	12,597
60	10,623	11,154	11,711	12,297	12,912
61	10,888	11,433	12,004	12,604	13,235
62	11,160	11,718	12,304	12,920	13,566
63	11,439	12,011	12,612	13,243	13,905
64	11,725	12,312	12,927	13,574	14,252
65	12,019	12,619	13,250	13,913	14,609
66	12,319	12,935	13,582	14,261	14,974
67	12,627	13,258	13,921	14,617	15,348
68	12,943	13,590	14,269	14,983	15,732
69	13,266	13,929	14,626	15,357	16,125
70	13,598	14,278	14,992	15,741	16,528
71	13,938	14,635	15,366	16,135	16,941
72	14,286	15,001	15,751	16,538	17,365
73	14,643	15,376	16,144	16,952	17,799
74	15,009	15,760	16,548	17,375	18,244
75	15,385	16,154	16,962	17,810	18,700
76	15,769	16,558	17,386	18,255	19,168
77	16,164	16,972	17,820	18,711	19,647
78	16,568	17,396	18,266	19,179	20,138
79	16,982	17,831	18,722	19,659	20,642
80	17,406	18,277	19,191	20,150	21,158
81	17,842	18,734	19,670	20,654	21,687
82	18,288	19,202	20,162	21,170	22,229
83	18,745	19,682	20,666	21,699	22,784
84	19,213	20,174	21,183	22,242	23,354
85	19,694	20,678	21,712	22,798	23,938
86	20,186	21,195	22,255	23,368	24,536
87	20,691	21,725	22,812	23,952	25,150
88	21,208	22,268	23,382	24,551	25,778
89	21,738	22,825	23,966	25,165	26,423
90	22,282	23,396	24,566	25,794	27,083