

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOMITA AND 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 (hereinafter referred to as "City") and the Lomita City Employees Association, affiliated with the American Federation of State, County, and Municipal Employees, as Local 907 (hereinafter referred to as "Association"), pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500et.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
Associate Engineer
Associate Planner
Code Enforcement Officer
Code Enforcement Supervisor
Community Safety Supervisor
Engineering Technician
Facilities Supervisor
Maintenance Aide
Maintenance Worker I
Maintenance Worker II
Management Assistant
Principal Engineer
Public Works Lead Worker – Facilities
Public Works Lead Worker – Park Maintenance
Public Works Lead Worker – Street/Trees
Public Works Lead Worker – Water Distribution
Public Works Lead Worker – Water Treatment
Recreation Coordinator
Recreation Supervisor
Senior Civil Engineer

Water Quality & Environmental Specialist
Water Service Technician I
Water Service Technician II
Water Treatment Plant Operator

TERM OF AGREEMENT

Section 1.3. Except as otherwise indicated, this Agreement is to be in effect commencing July 1, 2025 through June 30, 2028.

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 2.1a. Effective the first full pay period after July 1, 2025, full-time represented employees as listed in Article I shall be entitled to a 6% base salary increase. (Exhibit 1)

Section 2.1b. Effective the first full pay period after July 1, 2026, full-time represented employees as listed in Article I shall be entitled to a 3% base salary increase. (Exhibit 2)

Section 2.1c. Effective the first full pay period after July 1, 2027, full-time represented employees as listed in Article I shall be entitled to a 3% base salary increase. (Exhibit 3)

SALARY RANGES AND CLASS TITLES

Section 2.2. The following monthly salary ranges are assigned to classes covered by this MOU for the time period of July 1, 2025 through June 30, 2028.

Salary Schedule	Title
24	Accounting Assistant
27	Accounting Technician
33	Administrative Analyst
24	Administrative Assistant
41	Assistant Engineer
36	Assistant Planner
49	Associate Engineer
44	Associate Planner
33	Code Enforcement Officer
41	Code Enforcement Supervisor
34	Community Safety Supervisor
33	Engineering Technician
41	Facilities Supervisor
28	Management Assistant
12	Maintenance Aid
20	Maintenance Worker I
24	Maintenance Worker II
61	Principal Engineer
36	Public Works Lead Worker (Facilities, Park, Street/Trees/Water Distribution, Water Treatment)
30	Recreation Coordinator
39	Recreation Supervisor
55	Senior Civil Engineer
39	Water Quality & Environmental Specialist
23	Water Service Technician I
27	Water Services Technician II
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 the 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. Employees shall advance to the next step unless they receive a timely performance evaluation (i.e., within two calendar weeks of the employee's twelfth month of service at the preceding step) indicating that their performance does not merit an increase, in which case, step advancement may be withheld or delayed.
- 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 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 callback lasting two (2) hours or less shall result in a credit for two (2) hours overtime. A subsequent call received during a callback shall not result in an additional two (2) hours minimum callback 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 ½ 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 (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 2.6B(2) below, those employees designated to perform standby duty to respond to emergency situations that arise after normal working hours shall receive \$300 per week on stand-by duty. The new rate will be effective the first full pay period after July 1, 2025.

(2) Requirements:

- a. The employee must be able to return all 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 \$300 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 \$40 (forty 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.
- (4) Limit of two (2) employees per department/division.

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, 2027 and conclude no later than February 1, 2028 and share the results with the Association.

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 employees with a minimum of two weeks' 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 Mission Square 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, 2025, 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 \$200 per month to the employee cafeteria plan, for a total of \$1,705 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$200 per month to the employee cafeteria plan, for a total of \$1,665 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$200 per month to the employee cafeteria plan, for a total of \$1,643 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$200 per month to the employee cafeteria plan for a total of \$1,620 per month.

Section 4.3. Effective the first full pay period after July 1, 2027, 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 \$200 per month to the employee cafeteria plan, for a total of \$1,905 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$200 per month to the employee cafeteria plan, for a total of \$1,865 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$200 per month to the employee cafeteria plan, for a total of \$1,843 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$200 per month to the employee cafeteria plan for a total of \$1,820 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 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 the 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 the 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 and mental health related programs. These include a health club membership, personal trainers, smoking cessation, weight loss, fitness trackers, stress management programs, mental health assessments and/or screenings, 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.

UNIFORM ALLOWANCE (APPLIES TO FIELD STAFF ONLY)

Section 4.16. In July each fiscal year or at other times of the year for new hires, the City shall provide a \$275 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 (APPLIES TO FIELD STAFF ONLY)

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 \$225 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 receives 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 POLICY (APPLIES TO FIELD STAFF ONLY)

Section 4.18. For certification(s) required by a particular Classification Specification as a condition of employment, the following certification pay shall be provided for those employees possessing such certification(s) 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.

Compensation

2.5% for the first certification and 2.5% for the second certification up to a maximum of 5.0% of base pay.

1. Any employee who possesses and maintains a pesticide applicator certification.
2. Any employee who possesses and maintains a playground equipment inspector certification.
3. Any employee who possesses and maintains a cross-connection certification.
4. Any employee who possesses and maintains a Class A/B Driver's License.
5. Any employee who possesses and maintains a State Water Resources Control Board Drinking Water Certification (distribution or treatment) at a level higher than the minimum required for the job classification. Each water certification (distribution or treatment) shall be treated as individual certifications for purposes of determining compensation.

For a certification(s) required by a particular Classification Specification as a condition of employment, the employee shall be required to possess and maintain such certification(s). Those employees hired prior to November 7, 2023 shall be allowed up to 12 months to acquire and maintain the certification(s). If the certification(s) is not acquired within the specified time the employee may be demoted to a lower classification within that job family for which they are qualified.

The City shall make every effort to pay for any training, exam fees, work time to study (as operations permit), etc. for those employees who need to obtain any outstanding certifications. The City will pay for no more than four (4) tests for the above certifications, with the exception of the Class A/B Driver's Licenses, in which the City will pay for three (3) tests and one (1) driver training class.

The City at its discretion may extend the 12-month period due to extenuating circumstances. A position obtained via promotion/change of classification which requires new certification(s) not previously obtained shall trigger the 12-month requirement and the employee may demote to a lower class if the certification(s) has not been obtained within the 12-month period.

Applicable to new hires as of November 7, 2023:

For a certification(s) required by a particular Classification Specification as a condition of employment, the employee shall be required to possess and maintain such certification(s) upon entering the classification. If not possessed at the time of hiring such, employee shall be allowed up to 12 months to acquire and maintain the certification. If the certification(s) is not acquired within the specified time the employee may be demoted to

a lower classification within that job family or to a vacant position for which they are qualified, whichever is available. If there are no vacant positions, he/she may be ultimately terminated from City service.

The City shall make every effort to pay for any training, exam fees, work time to study (as operations permit), etc. for those employees who need to obtain any outstanding certification(s). The City will pay for no more than four (4) tests for the above certifications, with the exception of the Class A/B Driver's Licenses, in which the City will pay for three (3) tests and one (1) driver training class.

The City at its discretion may extend the 12-month period due to extenuating circumstances. A position obtained via promotion/change of classification (after the initial hire) which requires new certification(s) not previously obtained shall trigger the 12-month requirement and the employee may be demoted to a lower class if the certification(s) have not been obtained within the 12-month period or to a vacant position for which they are qualified, whichever is available. If there are no vacant positions, he/she may be ultimately terminated from City service.

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

Years of Service	Vacation Hours Earned
18	184
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).
- Two Personal Holiday (Floating)

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 Association, 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. 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.

Section 5.7.1. No employee may accumulate more than 80 hours of personal (floating holiday) leave. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing personal (floating holiday) leave when his or her accumulated balance reaches 80 hours. An employee shall not accrue additional personal (floating holiday) leave until the employee uses such time and his or her accumulated personal (floating holiday) leave balance again falls below 80 hours. When an employee leaves City service the balance of any earned and unused personal (floating holiday) leave will be paid at the employee's current rate of pay.

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 as 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.

PERSONAL HOLIDAY LEAVE BANK

Section 5.8.1 No employee may accumulate more than 80 hours of personal leave. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing personal holiday leave when his or her accumulated balance reaches 80 hours. An employee shall not accrue additional personal holiday leave until the employee uses such time and his or her accumulated personal holiday leave balance again falls below 80 hours. When an employee leaves City service the balance of any earned and unused personal holiday leave will be paid at the employee's current rate of pay.

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 Association 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, "designated person",

sibling, grandchild or grandparent as set forth in the California Labor Code Section 245.5 ©(8).

- 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 Association are eligible for bereavement leave. Employees shall be eligible for a maximum of five (5) paid days of bereavement leave for the death of a member of the employee's immediate family.

Employees may substitute their accumulated vacation/comp time leave, personal leave, and/or available sick leave for unpaid bereavement days. Bereavement leave shall be completed within three (3) months of the date of death of a family member and leave days need not be taken consecutively. Immediate family is limited to a parent, stepparent, spouse, child, stepchild, brother, sister, uncle, aunt, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law, domestic partner, 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.

The employee, if requested by manager or human resources, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

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 Association 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 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.

EMERGENCY WORK AND SAFETY HOURS (APPLIES TO FIELD STAFF ONLY)

Section 5.18 . The intent of this section is to provide a work practice that allows employees to receive rest between work shifts following emergency overtime work.

- A. This section only applies to employees directly involved in emergency work. Emergency work shall be defined as non-scheduled and unforeseen work.
- B. The City shall determine employees needed during an emergency work event.
- C. Classifications eligible for emergency work and safety hours per this section include:
Public Works – Lead Workers (Park, Street/Trees, Water Distribution, Water Treatment), Maintenance Worker II, Maintenance Worker I, Water Treatment Plant Operator, Water Service Tech II, and Water Service Tech I
- D. Employees performing emergency work during the designated critical hours are to be paid the overtime rate of time and a half for hours worked during the critical hours and double time for critical hours worked beyond 12 hours in a day. Employees shall also be given equivalent Safety Hours off (without pay) at the start of the following business day work shift on an hour-for-hour basis for hours actually worked during the designated critical hours.
- E. The critical hours are designated as the nine (9) hours immediately prior to the start of a regular work shift for an employee on the 9/80 work plan.
- F. In order to receive Safety Hours off, the employee must be regularly scheduled to work on the next day after the emergency work has been completed.
- G. In order to qualify for Safety Hours and automatic overtime (per Section D), the employee must have actually worked a minimum of three (3) hours during the critical hours.
- H. The number of Safety Hours provided to an employee shall be equal to the number of hours the employee worked during designated critical hours, if the employee worked at least three (3) consecutive hours during the critical hour period.
- I. If an employee elects to use Safety Hours for the following work shift, the hours worked during critical hours shall be calculated at the overtime rate as stated in Section D regardless of the actual number of hours worked that day or during the week/pay period. The use of safety hours constitutes hours worked for calculation of overtime for that same pay period. Overtime calculation when

- leave is taken (other than Safety Hours) during the next work shift or during the week/pay period shall be calculated by governing state/federal law.
- J. By mutual consent of the employee and employer, employee may request to reduce/decline eligible Safety Hours to be taken the following work shift based on operational need.
 - K. If the emergency overtime hours overlap with the employees' next regularly scheduled work shift, the Safety Hours the employee earned may be taken at the end of that work shift but only with prior approval of the direct supervisor or Department designee.
 - L. An employee that meets the requirements of this section for the use of Safety Hours and whose emergency work was completed prior to the start of their next regularly scheduled work shift must coordinate with their direct supervisor (or the supervisor overseeing the emergency work if the direct supervisor is not available) prior to leaving work for the purpose of informing management of a delayed start time. The information to be provided is:
 - a. Name of the employee
 - b. Time that the employee began emergency work
 - c. Time that the employee is designating as completing their portion of the emergency work and is leaving the Corp Yard/work area.
 - d. The delayed start time the employee will be reporting to work based on received Safety Hours.
 - M. An employee that uses Safety Hours for delayed start time of their regularly scheduled work shift and wishes to take the remainder of their shift off in lieu of working, may request that time off, and with the approval of the direct supervisor or Department designee may use accrued vacation, comp time, or personal holiday for that requested time off. When possible, such requests shall be made at least two (2) hours prior to the beginning of the delayed start time.
 - N. An additional 30 minutes will be added to a delayed start time that begins after 12:00 pm (Noon) to compensate for a lunch break.
 - O. Safety Hours cannot be accrued or banked (unless the emergency work encompasses 2 or more working days) and can only be used toward the next regularly scheduled work shift after which the Safety Hours have been received. Employees who complete emergency work that carries over to 2 or more working days may use the accrued Safety Hours following the completion of the emergency work within the next working day(s).
 - P. Safety Hours are not applicable to scheduled overtime work.

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 employees' 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, AFSCME Local 907

Mike Stolz, Association President

Bob Adams, Business Representative

Date: _____

CITY OF LOMITA

Susan Kamada, Negotiator

Andrew Vialpando, City Manager

Date: _____