

The seal of the City of Gardena is a circular emblem. The outer ring contains the text "CITY OF GARDENA" at the top and "INCORPORATED 1930" at the bottom, separated by stars. The inner circle features a landscape with mountains, a cityscape, and a freeway, with the words "FREEWAY CITY" above the city.

GARDENA **M**UNICIPAL **E**MPLOYEES **A**SSOCIATION

MEMORANDUM OF UNDERSTANDING

JANUARY 1, 2011 – DECEMBER 31, 2019

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GARDENA MUNICIPAL EMPLOYEES ASSOCIATION (GMEA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
FOR THE PERIOD JANUARY 1, 2011 TO DECEMBER 31, 2019**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GARDENA MUNICIPAL EMPLOYEES ASSOCIATION (GMEA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA
FOR THE PERIOD OF JANUARY 1, 2011 TO DECEMBER 31, 2019**

PREAMBLE

The undersigned representatives of the GARDENA MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter referred to as "GMEA" and the CITY of Gardena, hereinafter referred to as "CITY" hereby agree that this Memorandum of Understanding, hereinafter referred to as "MOU" supersedes any previous memoranda of understanding governing the wages, hours, terms, and conditions of employment for the employees in the hereinafter-described representation unit.

- 01.** As and to the extent required by, and only for the purpose of, the Meyers-Milias-Brown Act, the CITY has recognized GMEA as the exclusive representative of the employees, as hereinafter defined. Nothing in this MOU shall be construed as constituting an acknowledgement by the CITY that any work is or may become the exclusive right of any employee or classification of employees represented by GMEA.
- 02.** As used in this MOU, the terms "employee" and "employees" refer, individually and collectively, to those persons at the City's facilities for whom GMEA has been recognized as the representative. For the purpose of identification only, such persons are described as those persons, if any, assigned to the classifications set forth in Exhibit "A".
- 03.** Employees hired as an "apprentice" in the CITY approved Apprenticeship Program for Mechanics and part-time employees in classifications listed in Exhibit "A" of this MOU who work more than one-thousand (1,000) hours in a fiscal year, and are enrolled in the California Public Employees Retirement System (CalPERS) shall be included in the bargaining unit under the terms describe herein.
- 04.** The following are specifically excluded from GMEA representation, except that any such employee who has a grievance against the CITY may request the assistance of GMEA in the processing of said grievance. GMEA at its discretion may provide such representation or decline to provide such representation. Additionally, it is understood and agreed by the parties hereto that such category of employees shall not be hired or retained by the CITY for the sole purpose of replacing or eliminating full-time positions:
 1. All full-time sworn employees, management employees and employees who are designated as "Confidential" because of the nature of work performed for the CITY.
 2. Any employee designated as temporary, or provisional, except those employees already represented by GMEA when appointed to such position.
 3. Part-time employees working less than one-thousand (1,000) hours within a fiscal year and who are not enrolled in CalPERS.
 4. Any employee whose salary is fifty percent (50%) or more paid by any Grant fund.
- 05. THIS MOU IS SUBJECT TO RATIFICATION BY THE MEMBERSHIP OF THE ASSOCIATION AND THE CITY COUNCIL OF GARDENA**
 1. The parties to this MOU agree to perform whatever acts are necessary, both jointly and separately, to urge the members of GMEA and the City Council of the City of Gardena to approve this MOU.
 2. Following ratification by the affected employees, the MOU shall be submitted to the City Council for approval and adoption.

3. Following approval of this MOU by the City of Gardena City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other lawful action.

Accordingly, the CITY and GMEA do hereby agree to the terms and conditions stated herein.

ARTICLE 1. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES

- A. Should any new classification be created or existing classification be modified and such new or modified classification is intended to perform activities normally performed by members of GMEA, the parties shall meet and confer with respect to the job description and appropriate pay rate for such classification and shall include such classification in this MOU, provided that such new or modified classification is a class represented by GMEA.

SECTION 2. POSITION VACANCIES

- A. Notice of all city job vacancies shall be posted on all official Bulletin Boards for a minimum of five (5) working days, and shall include the job title, a brief description of the required duties, the minimum qualifications of the position, pay rate, City benefits, and the procedure for requesting such transfer. Only those applicants who meet the minimum qualifications of the position and/or who are currently in a position of equal or greater qualifications shall be considered for the transfer.
- B. Employees who once pass qualifying tests such as typing, shorthand and/or other office skills tests shall not be required to repeat such tests to qualify for subsequent positions at the same or lesser level of minimal qualifications. The Human Resources Officer may however, require testing if the minimal qualifications of any promotional position are substantially higher than the test results on file for the employee.
- C. If a position is modified, any incumbent full-time permanent employee who has been performing all of the duties of said position shall remain in such position without having to qualify by examination or competition with other employees. With the concurrence of GMEA, the employee may be appointed to the modified classification upon recommendation of the department head and approval of the Human Resources Officer.
- D. Transfer is defined as a change of an employee from one position to another position in the same class or another class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay schedule. With the approval of the Human Resources Officer, a transfer to an equal or lesser position may be made from one department to another if both the employee's existing department head and the department head where the vacancy exists so agree. An employee so transferred shall receive the same salary received in the former classification.

SECTION 3. PROMOTIONS

- A. Promotion is defined as a move from a lower classification to a higher classification. It is the intention of the CITY to fill job vacancies within the city by employee promotion as provided in this Section.
 - 1) When there are at least three (3) current employees, who meet the minimum qualifications for the available position, the Human Resources Officer shall conduct a "Closed-Promotional" recruitment prior to initiating an Open-Competitive Recruitment from the general public.
 - 2) Notice of such promotional opportunity shall be posted on all official city bulletin boards for a minimum of five (5) working days, and shall include the job title, a brief description of the required duties, the minimum qualifications of the position, pay rate, City benefits, and the procedure for applying for such promotion. Only those employees who submit the prescribed application and

who meet the minimum qualifications for the position as determined by the Human Resources Officer shall be included in the examination process.

3) Upon completion of the Closed-Competitive examination process, the Human Resources Officer shall certify an "Eligibility List" from which the department head may make a selection for appointment.

- B. An employee who is promoted to a higher position shall be appointed to the applicable step of the new job classification that represents at least a five percent (5%) increase over base pay rate [salary schedule & step] plus any applicable Senior Pay Bonus at the time of promotion.
- C. Promoted employees shall receive a higher rate of pay than any of his/her subordinates. Any employee so promoted shall be placed in the higher classification for a probationary period of six (6) months. If the employee does not pass this probationary period, such employee shall be returned to his/her former position at the former pay step.

ARTICLE 2. COMPENSATION

SECTION 1. SALARY

A. BASIS FOR ESTABLISHING SALARY RANGES (SALARY SURVEY)

1) Recognizing that the City's Classification and Compensation Plan is currently out-of-date and that many of the Job Specifications and assigned Salary Schedules are not comparable and/or competitive with similar positions in the benchmark agencies agreed to in this MOU, the CITY and GMEA agree to work cooperatively to bring all salaries to a benchmark standard as quickly as possible within the City's ability to pay and sustain such while ensuring the delivery of quality public services.

2) The CITY and GMEA shall conduct a joint salary survey by way of a mutually agreed upon procedure using the following jurisdictions for comparison:

(a) For general position classifications, the following cities shall be surveyed: El Segundo, Hawthorne, Manhattan Beach, Redondo Beach, and Torrance.

(b) For Transit specific position classifications, the following agencies shall be surveyed: Culver City, Montebello, Norwalk, Torrance and Santa Monica.

3) For purposes of the survey, the position specification, i.e. job description, for each position listed in Exhibit "A" as well as all such other duties/assignments carried out by each covered employee, above and beyond those specified in such position specification, i.e. job description, shall be considered in determining comparability.

4) All positions listed in Exhibit "A" will be surveyed and for purposes of this Article, salary shall mean the base pay rate at salary schedule and step, exclusive of any other compensation or benefits.

B. EQUITY ADJUSTMENTS

1) July 2016 Equity Adjustment: Each affected employee represented by GMEA shall receive a July 3, 2016 Equity Adjustment to base salary of 2.5%, defined as the employee's salary schedule and step only and excluding any Senior Pay Bonus or other premiums.

2) July 2017 Equity Adjustment: Each affected employee represented by GMEA shall receive a July 2, 2017 Equity Adjustment to base salary of 3.5%, defined as the employee's salary schedule and step only and excluding any Senior Pay Bonus or other premiums.

3) July 2018 Equity Adjustment: Each affected employee represented by GMEA shall receive a July 2018 Equity Adjustment, effective the first pay period in July 2018, to base salary of 2.0%,

defined as the employee's salary schedule and step only and excluding any Senior Pay Bonus or other premiums.

C. BASIC SALARY SCHEDULE

1) **RATES OF COMPENSATION:** Except as hereinafter specifically provided, and subject to the other provisions of this MOU, each full-time affected employee shall be entitled to receive, and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated (Exhibit "A" – Classification List).

2) **ADVANCEMENT IN PAY STEPS:** Advancement of employees from the minimum to the maximum rate of compensation for the respective classes is divided into five steps, as set forth in Exhibit "A," with said steps interpreted and applied as follows:

(a) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each class within the classification plan.

(b) If hired at Step 1, an employee will move to Step 2 upon satisfactory completion of the probationary period.

(c) Progression from Step 2 shall be upon completion of one (1) year satisfactory service on each step and the recommendation and approval of the department head. Such recommendation and approval shall not be denied except for cause. Thus, normal progression from Step 1 through Step 6 should require a period of four and one-half (4½) years.

(d) Employees who have been absent from city service without pay or on paid sick leave in excess of one-hundred sixty (160) hours may, as determined by the Human Resources Officer, be extended on such pay step for a period not to exceed the term of such absence.

SECTION 2. PROBATION AND SENIORITY

A. Newly hired employees shall be considered on a probationary trial basis for a minimum of six (6) months from the date of hire.

B. During the probationary period, such employees shall be entitled to all rights and privileges under this MOU, except with respect to discharge. Such employee may be terminated at any time during the probationary period with no recourse whatsoever.

1) If the employee satisfactorily completes the probationary period and receives permanent employment, seniority shall be effective as of the original date of employment, but time served in a part time, provisional, temporary or acting position will in no event be credited to seniority.

2) The CITY shall have the right to extend the employee's probationary period to equal six (6) months of actual time in the performance of the position.

C. Seniority shall mean length of continuous service with the city regardless of classification or assigned department except that an employee shall lose all seniority rights for any of the following reasons: voluntary resignation, discharge for cause; or layoff for a continuous period of two years or more.

SECTION 3. BONUS PAY

A. SERVICE RECOGNITION

1) **SENIOR PAY BONUS:** Employees hired prior to July 1, 2002, shall receive a "Senior Pay Bonus" per the schedule in Exhibit "B." The Senior Pay Bonus (SPB) is in recognition of continuous service to the city during the years when financial uncertainty prohibited the city from giving employees pay increases.

(a) The Senior Pay Bonus replaces the longevity bonus formerly received by GMEA represented employees and shall not be increased beyond the amounts set forth in Exhibit "B," except as stated for cumulative years of service in each category. Advancement to a higher position classification shall not modify the range of the Bonus paid to each employee.

(b) If a senior employee hired prior to July 1, 2002, leaves the city service and subsequently is rehired, the new date of hire shall be the determining date and the employee will therefore not be eligible for the Senior Pay Bonus, but shall be eligible for the Continuous Service Bonus as stated in this section.

2) **CONTINUOUS SERVICE BONUS:** Employees hired July 1, 2002 and thereafter shall receive a Continuous Service Bonus (CSB) on each five-year (5) anniversary of continuous satisfactory service to the city as a full-time permanent employee.

(a) The Service Bonus shall be paid as follows and shall be included in the employee's first regular pay check following the anniversary date of permanent appointment according to the following schedule:

(i)	Five (5)	\$ 500
(ii)	Ten (10)	\$1,000
(iii)	Fifteen (15)	\$1,500
(iv)	Twenty (20)	\$2,000
(v)	Twenty-Five (25)	\$2,500
(vi)	Thirty (30)	\$3,000
(vii)	Thirty-five (35)	\$3,500
(viii)	Forty (40)	\$4,000

(b) If any employee leaves the city services and is subsequently rehired, the new date of appointment to full-time permanent status shall be the date for future anniversary dates.

B. BILINGUAL BONUS PAY

1) Employees who are responsible for bilingual interpretation, and whose use of a language other than English is of significant benefit to city operations as determined by the department head and Human Resources Officer, shall receive Bilingual Bonus pay according to the following rules.

a) To qualify for Bilingual Bonus pay, an employee must have completed probation and successfully passed a language proficiency test that is job related to his/her duties and responsibilities. The Human Resources Officer shall determine the languages that will be tested and the method of testing and may require a verbal and/or written test based on the employee's work assignment.

b) If called upon to do so, employees who are paid a Bilingual Bonus must, when requested to do so, assist with oral or written translation, in any city operation. If it is determined that an employee does not use his/her bilingual skills as required in city service, the Human Resources Officer may determine that the employee is no longer eligible to receive Bilingual Bonus Pay.

2) The Human Resources Officer may require that each employee re-test and successfully pass an annual language proficiency test in order to remain eligible for the Bilingual Bonus.

3) The CITY shall pay each approved employee a Bilingual Bonus of thirty-one dollars (\$31.00) per pay period as long as the employee remains eligible for this bonus. Bilingual Bonus Pay shall commence the first pay period following certification of eligibility by the Human Resources Officer.

C. SHIFT DIFFERENTIAL

- 1) The CITY shall pay a shift differential to all employees covered by Exhibit "A" of the MOU, with the exception of Bus Operator, Recreation Coordinator, Community Center Coordinator, Motor Sweeper Operator, Community Services Counselor and part-time or seasonal employees, as follows:
- 2) Shift differential shall be based on the employee's bi-weekly base pay including applicable Senior Pay Bonus: The following rates shall be applied:
- 3) An employee who works not less than five (5) nor more than twenty (20) regularly scheduled hours during a pay period between the hours of 6:00 p.m. and 6:00 a.m. shall receive shift differential pay equal to five percent (5%); his/her base pay plus applicable Senior Pay Bonus.
- 4) An employee, who works more than twenty (20) regularly scheduled hours during a pay period between the hours of 6:00 p.m. and 6:00 a.m., shall receive a shift differential of seven and a half percent (7½%) of his/her base pay plus applicable Senior Pay Bonus.

D. ACTING TIME COMPENSATION

- 1) When making an "Acting Time" assignment, a department head shall consider all eligible employees in determining the assignment. Compensation for "Acting Time" shall be made by official designation by the department head whenever an employee is assigned to work in a higher classification for a period of five (5) consecutive working days or a total of forty (40) consecutive working hours. All assignments for Acting Time shall be pre-authorized by the department head and initiated by the completion of the appropriate Personnel Action Form (PAF) and approved by the Human Resources Officer.
- 2) Acting Time in Non-Management Classifications: Compensation for Acting Time in a Non-Management Position shall be in an amount equal to five percent (5%) above the employee's regular base pay including any applicable Senior Pay Bonus for all hours actually worked and shall be paid retroactive to the third (3rd) day of Acting in the assigned classification. If the employee continues acting in the higher position longer than twelve (12) continuous weeks and the employee is deemed to be fulfilling the total responsibilities of the higher position, the employee shall be paid at the appropriate higher salary schedule at the lowest step, which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.
- 3) Acting Time in Management Classification: Compensation for Acting time in a non-management position shall be granted whenever an employee is assigned to work in a management position for a period of five (5) consecutive days, forty (40) consecutive work hours, or for a cumulative ten (10) days or eighty (80) hours in a fiscal year. Acting Pay shall be in an amount equal to five percent (5%) above the employee's regular base salary plus Senior Pay Bonus and will commence on the day following the satisfying of the qualification time in the Acting position. If the employee continues acting in the management position for thirty (30) continuous days and the employee is deemed to be fulfilling the total responsibilities of the management position, the employee shall receive salary at the appropriate management salary schedule at the lowest step which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.

E. OVERTIME AND HOURS OF PAY

- 1) Except as provided herein, all time worked by an affected employee in excess of his/her regular work day and/or regular eighty (80) hour pay period shall be compensated at the rate of time and one-half (1½) the employee's regular schedule and step and any applicable Senior Pay Bonus. At the option of the employee, overtime compensation shall be compensated as pay or as compensatory time off. If paid, the payment shall be included in the employee's regular paycheck for the period in which the overtime was worked.

2) Whenever possible, compensatory time should be earned and taken within the same pay period, however, in no case shall the accrual of compensatory time exceed a total of ninety-nine (99) hours. Requests for taking compensatory time off shall be requested in writing by the employee and approved by the department head in the same manner as any other requests for time-off.

3) EXCEPTIONS: The exceptions to the above overtime provisions are as follows:

- a) Employee shall not receive overtime compensation for any incidental time worked in excess of a normal workday when such excess is less than fifteen (15) minutes in total duration.
- b) When such excess time is fifteen (15) minutes in total duration, the employee shall be entitled to the appropriate overtime compensation for all time worked in excess of such normal workday. Overtime shall otherwise be in increments to the nearest fifteen (15) minutes.
- c) Employee shall not receive overtime and shall not be compensated for time worked without prior written authorization of the department head or designee, or for time necessitated solely due to the negligence of the employee. Employee shall not be considered negligent if prior written authorization has been issued.
- d) Overtime shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- e) Bus Operators shall receive actual time as provided in Article 7 of this MOU.

F. CALL-IN AND CALL-BACK PAY

- 1) Any full-time employee called in for work on his/her regularly scheduled day off (except for bus drivers) shall receive not less than four (4) hours work or four (4) hours pay at one and one-half times the employee's regular rate of pay. Regular rate of pay shall be composed of base pay plus any applicable Senior Pay Bonus.
- 2) An employee called back for work after completing a regularly scheduled shift shall receive not less than four (4) hours work or four (4) hours pay at time and one-half the regular rate of pay.
- 3) Overtime, which has been previously scheduled, shall not be considered Call-In Pay, but shall be voluntary.
- 4) Employees scheduled to return to work following their regular shift shall be compensated in accordance with the Fair Labor Standards Act and the overtime provision of this MOU.
- 5) When an employee must appear in court as a witness on behalf of the CITY on a day when that employee is not scheduled for work, the employee shall be paid for the time actually spent in court, but not less than two (2) hours at one and one-half times the regular pay.
- 6) Part-time employees, other than seasonal, called in to work on a contractual holiday will be paid at time and one-half (1½) the straight time rate.

SECTION 4. SPECIAL ALLOWANCES

A. TOOL ALLOWANCE

- 1) When the CITY requires in writing that any employee provide his/her own hand tools to perform the duties of his/her position in city service, the employee shall be compensated for such use payable at the rate of one-thousand dollars (\$1,000) per year, payable annually in January.
- 2) Such employees shall include Equipment Mechanic, Senior Equipment Mechanic, and any other employee required to do so in writing by the department head or Human Resources Officer.

3) Newly appointed employees in the position will be paid the annual allowance at time of hire into the position. If the initial payment is received less than six (6) months prior to the regular tool allowance premium date, the employee will not receive the tool allowance until the following regular premium pay date. Should a new hire separate from the city within six (6) months of hire, said employee shall reimburse the city half (1/2) of the allowance received.

B. UNIFORM ALLOWANCE

1) It shall be the policy of the City Council to determine which classification of employees shall be required to wear a city uniform in the course of their employment with the CITY. If a classification of employee is required to wear a city uniform, the CITY shall provide the uniforms to or pay a uniform allowance to those employees required to wear such uniforms. It shall be the employee's responsibility to wear such uniform in the manner in which it is prescribed and shall not wear such uniform except in the course of performing work for the city. Failure to wear such uniform as prescribed shall be cause for disciplinary action.

2) The CITY shall provide and maintain uniforms to employees assigned to the following work assignments accordingly:

(a) Eleven (11) sets of uniforms each for the employee in classifications such as Custodians, Building Maintenance, street crews, tree crews, parks crews, sewer crews, right-of-way crews, Equipment and Transit Mechanics, Equipment Utility Workers, and Senior Transit Utility Specialist.

(b) The CITY will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on a bi-weekly basis to CalPERS on each City scheduled pay period earned. The uniform allowance amount reported to CalPERS will derive from the prior year's invoices for providing and maintaining employee's uniforms, not to exceed \$260 per year per employee.

(c) Employees assigned to the Street Crew may buy, at the employee's own expense, and wear during the summer months, tank tops with the CITY logo. Such tops shall meet CITY standards as set by the department head.

(d) Employees of the Police Department classified as Police Technicians or in other position title that may be established, who are required to wear uniforms, shall be entitled to a uniform allowance of three-hundred (\$300.00) dollars annually.

(i) The Police Chief shall certify in writing to the Human Resources Officer the various members of the department entitled to such status. Once reported, the employee shall continue to receive such payment until the Police Chief reports in writing to the Human Resources Officer that the employee is no longer entitled to such allowance.

(ii) Uniform allowance shall be pro-rated and paid at the rate of eleven dollars and fifty-four cents (\$11.54) bi-weekly and included in each affected employee's regular paycheck.

3) Uniforms for Bus Operators shall be in accordance with Article 7 of this MOU.

C. SHOE ALLOWANCE

1) When the CITY requires in writing that any employee wear safety shoes in the performance of city duties, the employee shall be compensated for the purchase of such shoes.

2) Such employees shall include Engineering Technicians, Building Inspectors, Electrical Inspectors, and Equipment Mechanics and any other employee required to do so in writing by the department head or Human Resources Officer.

3) The shoe allowance is paid for the purchase and use of safety shoes for city related work. The employee shall be responsible for purchasing and maintaining such safety shoes at or above the minimum standards set by the CITY. Failure to wear safety shoes as required shall result in

disciplinary action. Wearing of such safety shoes purchased with the CITY shoe allowance shall be limited to CITY work hours.

4) The annual shoe allowance shall be two-hundred (\$200) dollars payable the first pay period of each calendar year. If necessity warrants, an allowance for a second pair of shoes may be requested by the employee. With the pre-authorization of the department head and upon submittal of a receipt verifying the purchase of the second pair of safety shoes, the employee may be reimbursed up to an additional two-hundred (\$200) dollars in any one fiscal year.

5) Newly appointed employees in positions so affected will be paid the annual allowance at the time of hire into the position. If the initial payment is received less than six (6) months prior to the regular shoe allowance payment date, the employee will not receive an allowance until the regular payment date of the following year.

6) If an employee separates within six (6) months of receiving the annual shoe allowance, the employee will be required to reimburse the CITY for half of the allowance received.

D. MILEAGE ALLOWANCE

1) An employee required to use his/her personal vehicle in the performance of duties as an employee of the city shall receive compensation for use of his/her personal automobile at the established IRS rate for mileage reimbursement. Such rate shall be reviewed periodically and adopted by administrative policy.

2) Such reimbursements will be made upon presentation of proper documentation therefore, which shall indicate to the satisfaction of the Department Head the number of miles traveled for which reimbursement is sought, the date on or between which use was made, and the specific or general occasion or service which necessitated such use.

E. BONDS AND NOTARIAL COMMISSION

1) When the CITY requires in writing that an employee maintain a bond or a notary commission as part of his/her duties, the employee shall be compensated for the cost of such.

2) However, if the employee allows such designation to lapse and as a result must complete education, training or other requirements to reestablish the bond or commission, the employee shall bear the full cost of such reinstatement.

3) Failure to maintain such bond or commission as required shall be cause for disciplinary action.

F. SPECIAL PAYS

1) Special pays shall be processed as part of the employee's regular bi-weekly paycheck and shall be paid in the pay period following the approval of the special pay request, unless otherwise determined by the CITY. This includes, but is not limited to: SDI reimbursement, bilingual pay, acting pay, vacation and other leave pay-offs.

2) **SPECIAL ONE-TIME BUY-BACK OPTIONS:** From time-time the City may at the City's initiation allow employees to cash in leave balances for pay. Such option shall be non-persable and no employee shall be required to participate in such option.

ARTICLE 3. WORK SCHEDULES

SECTION 1. REGULAR SCHEDULES

A. The 9/80-work schedule is a negotiated work condition that was established based on the needs of the community, the CITY, and the employees. For the purposes of this Article, City Hall is synonymous with the CITY and is defined to include all City Departments and/or operations regardless of physical location within the city.

B. City Hall shall maintain a 9/80 employee work schedule as determined by the CITY:

- 1.) During the city's regular two-week pay period, each employee shall be scheduled to work a total of nine (9) days for a total of eighty (80) hours work with either a Monday or a Friday off (9/80 day-off) on the shorter of the two weeks in the pay period.
- 2.) By mutual agreement, a department head and respective department employee may establish any other alternative work schedule. The alternative work schedule must maintain or improve the current level of service and must not have an adverse effect on the functional operations of the department or the city as a whole.
- 3.) If a CITY Holiday falls on an employee's customary 9/80 day-off, said employee shall receive Floating Holiday Compensation (FC) in accordance with Article 4. Section 10.

SECTION 2. CITY HALL HOURS OF OPERATION

- A. City Hall hours of operation will be determined by the CITY to ensure practical levels of service to the community. The working hours of individual employees may be adjusted as necessary to ensure such service to the community within a 9/80 work schedule, subject to the following:
 - 1.) City management and GMEA agree to work together in good faith to resolve any issues that may arise from the 9/80 schedule.
 - 2.) Except as directed by the City Council, employee work-schedules shall be adjusted as necessary to ensure that City Hall will not be closed for more than four (4) consecutive days, inclusive of any day that City Hall is closed in observance of an approved holiday.
- B. If an employee is required to adjust his/her regular day off in order to provide adequate staff coverage for city operations, the employee will be credited with Floating Holiday Compensation (FC) on an hour-for-hour basis for the actual hours worked.
 - 1.) FC will be shown on the employee's paystub and must be used during the fiscal year within which it is earned, otherwise it will be forfeited.

SECTION 3. REST PERIODS

- A. Every employee will be permitted a fifteen (15) minute rest period approximately in the middle of the first half of the scheduled workday and a fifteen (15) minute rest period approximately in the middle of the second half of the scheduled workday.
- B. It is understood and agreed by the parties hereto that these rest periods are granted on a portal-to-portal basis; that is, from the time the employee leaves the work station until employee returns to it, ready to continue work, the total time of employee's absence shall not exceed fifteen (15) minutes.

ARTICLE 4. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT

- A. The CITY encourages and supports educational programs which provide employees the opportunity for personal career development and which directly benefit the CITY by increasing the technical and managerial competency of its staff. Toward this end, the CITY offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to the employee's present position or promotion within the city.
- B. Eligibility for educational reimbursement is limited to full-time permanent city employees and shall be requested and approved according to standard procedures established by the Human Resources Officer.

- C. Comparable courses that are available at public institutions will be given preference over courses at private institutions wherein the tuition costs will be considerably higher. The maximum reimbursement per employee per fiscal year shall be two-thousand five hundred dollars (\$2,500).

SECTION 2. RETIREMENT

A. CALPERS CONTRACT: The CITY shall contract with the state California Public Employees Retirement System (hereinafter referred to as CalPERS) to provide retirement benefits. The cost of CalPERS Retirement benefits is set by CalPERS and includes two rates:

- 1.) The Employer Contribution Rate, paid entirely by the CITY. CalPERS reviews The Employer rates yearly and may adjust rates based on actuarial valuation.
- 2.) The Member (employee) Contribution Rate of seven percent (7%). Each and every affected employee, through payroll deduction, shall pay half (3.5%) of the 7% CalPERS Employee Contribution Rate and the CITY shall pay three and a half percent (3.5%), referred to as the *Employer Paid Member Contribution (EPMC)*.

(a) Effective July 2, 2017, the first full pay period (July 2 -15) in fiscal year 2017-2018:

- (i) Each "Classic Member" through payroll deduction shall pay the additional 3.5% of EPMC for a total Member Contribution Rate of 7%.
- (ii) Each "PEPRA Member" through payroll deduction shall pay the additional 3.375% of EPMC for a total Member Contribution Rate of 6.75%.

B. THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA) implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of "new member" under PEPRA.

- 1.) CALPERS ENROLLMENT DATE: Whenever a new employee is hired by the City their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the CITY.
 - (a) Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
 - (b) Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as "PEPRA Members" according to the definition established by PEPRA.
- 2.) "Pensionable Compensation" (PC), as established by PEPRA, delineates the pay categories that must be reported to CalPERS as income that contributes to the calculations of the employee's retirement benefit. PC must be reported when earned and paid on the employee's regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the CITY shall notify GMEA prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

C. CLASSIC CALPERS MEMBERS

- 1.) Employees hired by the City who have been enrolled in CalPERS prior to January 1, 2013 are classified as "Classic Miscellaneous Members". This classification is a CalPERS determination and shall be applied according to their definition.
- 2.) "Classic" Miscellaneous Membership benefits per the CITY's contract with CalPERS shall be as follows as applicable by law:
 - (a) *Miscellaneous Member "2 at 55" formula (§21354 G.C.).*
 - (b) *1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).*
 - (c) *One Year Final Compensation (§20042, G.C.).*

(d) *Unused Sick Leave Conversion (§20965, G.C.).*

(e) *Member Contribution Rate 7% of Reportable Compensation (§7522.30 G.C.).*

D. PEPRA CALPERS MEMBERS

- 1.) Employees enrolled in CalPERS on/or after January 21, 2013 shall be classified as "PEPRA Members". This classification is a CalPERS determination and benefits shall be provided according to the PEPRA definition.
- 2.) A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit
 - (a) *Miscellaneous Member "2% at 62" formula (§7522.20 G.C.).*
 - (b) *1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).*
 - (c) *Three Year Final Compensation (§7522.32 G.C.).*
 - (d) *Unused Sick Leave Conversion (§20965, G.C.).*
 - (e) *Member Contribution Rate 6.75% of Reportable Compensation (§7522.30 G.C.).*
 - (i) In accordance with Government Code 7522.30 the Member Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.
 - (ii) Per the terms of this MOU, each PEPRA employee, through payroll deduction, shall pay half of the PEPRA CalPERS Member Contribution Rate as set by CalPERS and the CITY shall pay the other half.
 - (iii) Effective January 1, 2018, all PEPRA employees shall assume the full cost of the Member Rate and the CITY shall no longer pay any portion of said rate (EPMC).

E. TRANSIT EMPLOYEES

- 1.) Transit employees hired prior to January 1, 2013 shall be classified as "Classic Members".
- 2.) Transit employees hired January 1, 2013 through December 29, 2014 shall be classified as "Classic Members" and will retain their classic membership benefits for this period of time. After December 29, 2014 and going forward, said Transit employees will be classified as "PEPRA Members".
- 3.) Transit employees hired on or after December 30, 2014 shall be classified as "PEPRA Members".

SECTION 3. HEALTH INSURANCE

A. Comprehensive Health Plan

- 1) The CITY shall provide a comprehensive health benefit plan, including medical, hospitalization, dental, optical, and prescription, to all affected employees and their dependents.
- 2) The CITY shall meet and confer with GMEA prior to implementing benefit changes in the approved plan.

B. Trust Account

- 1) The CITY shall maintain an ISFH trust account for all premiums due and payable on a monthly basis by the CITY and employee contributions made pursuant to this MOU. All interest income produced by the ISFH trust account balance shall remain in the account and available for this exclusive use.
- 2) No CITY administration costs will be charged against the fund. Only charges relating to the provision of health benefits, payment of reinsurance costs and third party administration costs shall be made against the trust.

C. Cost of Health Insurance (Rate)

- 1) The CITY will pay the two-party premium for coverage of affected full-time permanent employee plus one (1) dependent. This amount will be paid to the approved health insurer or into the ISFH trust account for exclusive use in the ISFH program.
- 2) Employees with family coverage (i.e. two or more dependents) shall make co-payments through payroll deduction to cover any differential in premium costs to the CITY for such coverage. The CITY shall maintain a "Section 125" plan allowing employees to utilize pre-tax dollars for their contributions.

D. Post-Retirement Health Insurance Coverage

- 1.) Any affected employee who retires and meets the minimum requirements listed below shall receive and continue to receive after the term of this MOU, paid health insurance for such retired employee and his/her dependents. The amount of the CITY's contribution shall be set at the same level as the amount set for active employees. Any required co-payment for active employees will also be required for retirees. This benefit shall accrue to the spouse upon the death of an employee who is insured under this provision.
 - (a) **CLASSIC CALPERS MEMBERS:** Upon simultaneous retirement from the CITY and from the CalPERS Retirement system, a full-time "Classic" employee who has reached the age of fifty-five (55) shall continue to receive CITY paid health insurance based on the following terms of eligibility and level of CITY payment for the benefit:
 - (i) For any Classic employee hired before July 1, 2002, the CITY shall pay its premium contribution toward health insurance of such full-time Classic employee (including spouse, if applicable), who upon retirement has reached the age of 55 years, has at least thirteen (13) years of service with the city, and actually commences to receive CalPERS retirement benefits.
 - (ii) For any Classic employee hired on or after July 1, 2002, the CITY shall pay its premium contribution toward health insurance of only the retired employee, who upon retirement has reached the age of 55 years, has at least twenty (20) years of service with the city, and actually commences to receive CalPERS retirement benefits. Such Classic employee shall bear any differential premium cost of coverage for any additional party (i.e., spouse).
 - (b) **PEPRA CALPERS MEMBERS:** Upon simultaneous retirement from the CITY and from the CalPERS Retirement system, a full-time "PEPRA" employee hired on or after January 1, 2013 who has reached the age of sixty-two (62) shall continue to receive CITY paid health insurance based on the following terms of eligibility and level of CITY payment for the benefit:
 - (i) For any PEPRA employee hired on or after January 1, 2013, the CITY shall pay its premium contribution toward health insurance of such full-time PEPRA employee who upon retirement has reached the age of 62 years, has at least twenty (20) years of service with the city, and actually commences to receive CalPERS retirement benefits.
 - (ii) The cost of spousal coverage shall be \$250 per month. This rate shall be adjusted downward or upward annually by half of the City's percentage change compared to the prior plan year. This rate adjustment shall be effective for Plan Year beginning 2019.

- E. Medicare:** Any such retired employee who becomes eligible for coverage under Medicare and/or comparable governmental program shall thereupon no longer receive the full benefits available under the City's Health Insurance Plan but instead shall receive, at the CITY's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's Plan and the coverage available through Medicare and/or comparable governmental program.

- F. COBRA:** Any covered employee who retires from the city, or otherwise honorably separates from city service with less than the minimum requirements specified in Section D. of this Article shall be offered the opportunity to continue his/her participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act (COBRA). The cost of such participation by such separated employee shall be borne by the employee and paid directly to the health insurance carrier.

SECTION 4. LIFE INSURANCE

- A.** The CITY shall provide a total of thirty-five thousand dollars (\$35,000) of insurance coverage for each full-time, regular employee.
- 1) Term Life Insurance, including Accidental Death and Dismemberment (ADD) coverage, in the amount of fifteen thousand dollars (\$15,000), and
 - 2) Group Life Insurance in the amount of twenty thousand dollars (\$20,000) as part of the City's Health Insurance Plan.
- B.** Effective December 13, 2016, the CITY shall provide a total of forty thousand dollars (\$40,000) of insurance coverage for each full-time, regular employee.
- 1) Term Life Insurance, including Accidental Death and Dismemberment (AD&D) coverage, in the amount of fifteen thousand dollars (\$20,000), and
 - 2) Group Life Insurance in the amount of twenty thousand dollars (\$20,000) as part of the City's Health Insurance Plan.

SECTION 5. EMPLOYEE SICK LEAVE

- A. Sick Leave Earned:** Ten (10) hours of paid sick leave shall be earned for each calendar month or major fraction thereof of employment by all full-time probationary and permanent employees and shall be credited to the employee based on the employee's pay rate at the time the sick leave is earned.
- B. Sick Leave Used:** Sick leave used (i.e. days off work on sick leave status) shall be at the employee's rate of pay at the time the sick leave is used. The employee shall continue to accrue sick leave at his/her rate of pay at the time that the sick leave is earned.
- C. Conversion of Sick Leave to Pay:** All unused sick leave shall accrue from year to year on an unlimited basis except that after five (5) years of continued service, an employee may convert unused sick leave to cash or time off, subject to the following conditions:
- 1) Conversion, whether to cash or "time off," shall be on the basis of one half ($\frac{1}{2}$) day for each full day of unused sick leave. The "time off" option shall be at the employee's option with the approval of his/her department. Conversion to cash shall be at the employee's current pay step at the time of cash out.
 - 2) No conversion shall be made until the employee has accrued more than ninety-six (96) hours unused sick leave; nor shall any conversion be permitted which will reduce the amount of hours accrued below ninety-six (96) hours.
 - 3) Any employee who meets the above conditions may convert not more than eight (8) sick leave days in any one year (calendar year, January to December).
 - (a) Employees who have used only one scheduled work day or less of sick leave in any one year and meet the above conditions may convert not more than ten (10) sick leave days in any one year.
 - (b) The exception to the annual conversion shall be termination, retirement, or death.

D. Conversion of Sick Leave at Time of Separation from City Service:

- 1) Upon separation from the city, employees may be paid for accrued sick leave hours up to a maximum of fifty percent (50%) of seven-hundred-twenty (720) hours. Such payment shall be made at the employee's pay step at the time of separation. That is:
 - (a) If an employee has seven-hundred-twenty hours (720) or more accrued, payment shall be for three-hundred-sixty (360) hours.
 - (b) If an employee has less than seven-hundred-twenty hours (720) accrued, payment shall be at half of the employee's accrual at the time of separation.
- 2) *Conversion at Retirement:* Upon simultaneous retirement from the city and from CalPERS, an employee shall have the option of applying unused sick leave to his/her CalPERS account up to the limits set by CalPERS. The conversion rate will be at the employee's pay rate at the time of retirement.
- 3) *Reinstatement:* Any permanent, full-time employee who is reinstated pursuant to the City Personnel Rules and Regulations shall be entitled to have restored to him/her any previously earned and unused full-pay sick leave not previously paid for pursuant to this MOU. Such reinstatement shall be at the rate of pay at the time of separation.

SECTION 6. FAMILY LEAVE

A. Family Sick Leave

- 1) An eligible employee shall be entitled to a leave with pay chargeable to his/her regularly accrued sick leave not to exceed a total of forty-eight (48) hours in any one calendar year, in case the employee's presence is required elsewhere because of sickness or disability to members of his/her immediate family.
- 2) Immediate family for purposes of Family Sick Leave shall be defined as the spouse, domestic partner, child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or legal guardian.
- 3) This is a negotiated benefit in addition to the benefits provided by law in the Family Medical Leave Act (FMLA), the California Family Reform Act (CFRA), or other enacted federal or state law. Eligibility, use of leave and definition of "immediate family" shall be as defined by such.
- 4) Family Sick Leave, FMLA and CFRA shall run concurrently as applicable.

B. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- 1) The CITY shall comply with the provisions of the federal Family Medical Leave Act (FMLA) and the state California Family Rights Act (CFRA).
- 2) The CITY shall provide GMEA with the specific regulations as they apply to affected employees and shall further notify GMEA when any amendment to FMLA or CFRA is enacted that alters such terms.
- 3) Prior to issuing any administrative directive on the implementation of FMLA or CFRA or amendments, the CITY shall first consult with GMEA regarding the impact of such on affected employees covered by this MOU.

C. Maternity Leave and Paternity Leave

- 1) The Human Resources Officer or department head may request written certification from a competent medical authority that a pregnant employee is medically able to perform the duties of her position without risk to herself or the CITY, to the extent provided by the California Pregnancy Leave, and California Pregnancy Disability Laws, Government Code §12945 et. seq.

2) Should the pregnant employee be required to be off work for medical necessity, her leave time shall be charged in compliance with the FMLA. The employee shall be reinstated in the position held at the time such leave was granted. Failure to return to work at the expiration of the approved leave of absence will constitute grounds for termination to the extent provided by the California Pregnancy Leave, and California Pregnancy Disability Laws, Government Code §12945 et. seq.

3) A permanent employee shall be granted a leave of absence in accordance with the provisions of FMLA to bond with a newborn, or placement of an adopted or foster child as stated in Exhibit "C". Should both parents work for the city, both employees shall qualify for such leave. The employee shall be reinstated in his/her position held at the time such leave was granted. Failure to return to work at the expiration of the approved leave of absence will constitute grounds for termination.

D. Bereavement (Death In Family Leave)

1) In the event of a death of a member of the immediate family, immediately after such death has occurred an employee may be absent without loss of pay for five (5) consecutive workdays based on the employee's regular work schedule.

2) Immediate family shall be defined for this purpose to include the employee's spouse, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or registered domestic partner.

3) If family circumstances necessitate, the employee may request in writing that Bereavement Leave be deferred to a subsequent date. The employee shall submit the request to the department head stating the reason such accommodation is needed, i.e. to accommodate out of state services for the deceased or other circumstances related to the loss of the family member.

4) If needed and approved by the department head, five (5) additional leave days chargeable to sick leave may be taken along with the scheduled bereavement leave.

5) At the earliest time possible considering the circumstances, the employee shall submit to the department head the name of the deceased, date of death and relationship to the employee. The department head shall forward such information to the Human Resources Officer for inclusion in the employee's personnel record. Unless otherwise requested by the employee, the Human Resources Officer shall see that the deceased family member is remembered in memoriam at the closing of the next City Council meeting.

SECTION 7. STATE DISABILITY BENEFITS (SDI)

- A. If an employee sustains a non-job related injury, he or she may, at his/her option, utilize any accumulated sick leave and vacation leave to supplement any monies received from State Disability Insurance up to the amount of the employee's base pay including any Senior Pay Bonus.
- B. CITY will reimburse employee for cost of State Disability Insurance, up to the limits set by law, for each employee who qualifies for such benefit program.

SECTION 8. CATASTROPHIC LEAVE AND LEAVE DONATION

- A. The CITY will maintain a Catastrophic Leave and Leave Donation policy to assist employees who have exhausted leave balances, and due to catastrophic circumstances require additional time off prior to returning to city service.
- B. The CITY will meet and confer with GMEA prior to making any changes to this policy.

SECTION 9. HOLIDAYS

- A.** Except for employees performing shift work in the Police Department, any permanent, provisional or probationary employee who has worked a shift or who is on authorized sick leave or other authorized paid leave the scheduled day prior to and immediately after a holiday will receive a day's pay for that holiday.
 - 1) Any such employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his/her sick leave accrual charged.
 - 2) Any such employee who is on scheduled and approved vacation when a holiday occurs will receive a day's pay for the holiday and will not have his/her vacation accrual charged for that holiday.
 - 3) Any such employee who is on a work week schedule other than Monday through Friday and who has an "equivalent" Saturday and Sunday shall be entitled to an equivalent holiday on other than those specific days agreed upon.
- B.** Employees performing shift work in the Police Department shall, based on the employee's regular work hours, earn one regular day off per month or major fraction thereof, for a total of twelve (12) days per year, plus an additional twenty (20) hours per year of floating holiday time. These days off (hereinafter referred to as holidays) are in lieu of legal or other holidays.
 - 1) Employees may take up to four (4) holidays in advance of the time actually earned during the calendar year. If the employee separates from city service, the employee must repay any used but unearned holiday time or shall be paid for any earned but unused time. Use of such holidays shall be in increments of full workdays.
 - 2) Up to four (4) holidays not used during the calendar year may be carried over into the next year. Any additional holidays not used during the calendar year will not carry over into the next year and will not be paid for. These holidays shall be scheduled at the convenience of the employee with the approval of the department head.
- C.** All affected regular, full-time employees covered by this MOU shall have the following paid holidays off:
 - 1) New Year's Day: January 1 or the first regular City Hall work day of the year;
 - 2) Martin Luther King Jr. Birthday: Third Monday of January;
 - 3) Presidents Day: Third Monday of February;
 - 4) Memorial Day: Last Monday of May;
 - 5) Independence Day: July 4;
 - 6) Labor Day: First Monday of September;
 - 7) Veterans Day: November 11;
 - 8) Thanksgiving Day: Fourth Thursday of November;
 - 9) Friday after Thanksgiving Day;
 - 10) Christmas Eve: December 24;
 - 11) Christmas Day: December 25; and
 - 12) New Year's Eve: December 31.
- D.** The CITY shall publish an annual calendar listing all Holidays on which City Hall will be closed. If a Holiday falls on Saturday or Sunday, the CITY shall designate a normal working day (Monday – Friday) to be observed as the official City Holiday.
- E.** If a Holiday falls on an employee's 9/80 day-off, the employee will be credited with Floating Holiday Time in an amount equal to regular City Hall work hours for that day. Based on the City Hall

schedule of nine (9) hours Monday – Thursday and eight (8) hours on Friday, Floating Holiday will be credited as follows:

- 1) If the holiday falls on a Monday, Tuesday, Wednesday or Thursday, nine (9) hours of Floating Holiday will be credited;
 - 2) If the holiday falls on a Friday, eight (8) hours of Floating Holiday will be credited.
 - 3) Should the City Hall schedule be changed, the number of hours of Floating Holiday credited will be adjusted accordingly so that the credited amount will be equal to the scheduled hours for City Hall operations.
 - 4) Floating Holiday Time earned because of the employee's 9/80 day-off must be used within the fiscal year earned or it will be forfeited.
- F. Additionally, each affected employee shall receive twenty (20) hours of Floating Holiday to be credited January 1st of each year. Floating Holiday shall be scheduled at the convenience of the employee with the approval of the department head but must be used within the calendar year earned or it shall be forfeited.

SECTION 10. VACATIONS

A. VACATION EARNED

- 1) After the first year of completed service, vacation shall accrue based on an eighty-hour (80) pay period, regardless of the employee's work schedule and shall accrue to all regular full-time employees per the following:

Effective on Employee's Anniversary Date of Completed Service	Hours Earned Per Month	Hours Earned Annually	Maximum Allowable Accrual
From Date of Hire (DOH)	8	96	192
5 years of service	10	120	240
10 years of service	12	144	288
15 years of service	14	168	336
20 years of service	16	192	384
25 years of service	18	216	432

- 2) No vacation time or pay is earned or vested for a probationary employee during his/her probationary period of employment.
- 3) With the approval of the employee's supervisor, after six-months (6) of continuous employment and completion of the probationary period, an employee may take and be paid for up to forty-eight (48-hours) leave during the initial year of employment.
- 4) In the event of resignation or discharge of a non-probationary employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount shall be paid to the legally recognized beneficiary of the estate of the deceased.
- 5) Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked. An eligible employee may defer into the succeeding calendar year an amount of paid vacation equal to the total amount of vacation leave accrued during the prior calendar year.

6) Vacations shall be taken at a time mutually agreed upon by the CITY and the employee. In the event of conflict between two or more employees' vacation requests within a department or a classification, the principle of seniority shall govern.

B. VACATION ACCRUALS AND VACATION ACCRUAL REDUCTION PLAN

1) It shall be the employee's responsibility to monitor personal leave accruals and to maintain such accruals within the limits set forth in this MOU.

2) In January of each year, the Human Resources Officer shall review the accrued leave balance for each employee and identify all employees who on January 1 had accruals in excess of the authorized maximum. The Human Resources Officer will notify in writing the affected employee and his/her supervisor of the overage that existed as of December 31st.

3) On December 31st of each year, any vacation accruals in excess of the maximum allowable number shall be fixed at the employee's rate of pay on December 31st. The excess accruals shall then be reduced, as mutually agreed to by the CITY and the employee, through a combination of leave hours taken and leave hours paid at the fixed pay rate set on December 31st.

4) No employee will be allowed to accrue vacation in excess of the maximum allowed per the provisions of this MOU. The employee will resume vacation accruals according to the approved rate beginning the month following the employee's reduction of accrued leave balance to within authorized limits.

5) In any one calendar year, if circumstances prohibit the employee from the use of vacation leave and results in an accrued leave balance in excess of the authorized maximum, the affected employee may request in writing to carry over the excess vacation accrual into the next calendar year. Carry-over accruals must meet the following criteria:

(a) Request must be submitted in writing and approved by the employee's department head in the form and time frame established by the Human Resources Officer.

(b) The reason for accrual overage must be based on circumstances not in the employee's control.

6) No employee shall be paid for or allowed to take as leave any excess vacation accrual if it is determined that the accruals were credited to the employee in error or are the result of a violation of the City Personnel Rules, this MOU or a signed agreement between the employee and the CITY that provides otherwise.

7) The maximum vacation accrual pay-off upon separation from the City of Gardena after January 1, 2018 shall be 500 hours. Within two years of service retirement, employees in excess of 500 hours' vacation, may enter into a mutual agreement with their Department Head, to reduce their vacation accrual balance by establishing a time off schedule. Said agreement must be in writing and all time off according to the agreed upon schedule, must be completed prior to pay-off of any remaining vacation accrual balances. Any mutually agreed upon time off that is subsequently denied by management due to business necessity will be paid in full equal to the amount of time off denied.

ARTICLE 5. LAY-OFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

A. Sixty (60) days prior to the implementation of this section, the CITY will notify GMEA of the CITY's intent. During the 60-day period prior to the required 30-day notice, the CITY and GMEA will meet to discuss voluntary separation incentive programs.

B. The employee with the least amount of seniority in any classification affected by the layoff will be the first laid off. This employee may in turn replace an employee in the next lower classification (as determined by pay grade), who has the least seniority in that classification.

- C. In this bumping procedure, an employee may bypass the next lower job classification only in the case for extenuating circumstances, if requested by GMEA and approved by the Human Resources Officer. When an employee bumps to a lower pay grade, all of his/her prior services shall be allowed in determining his seniority in such job classification.
- D. Employees who are displaced from their jobs as a result of this bumping procedure may themselves replace employees having the least seniority in the next lowest job classification as described above.
- E. An employee being laid off shall receive thirty (30) days' notice or the equivalent amount of pay in lieu.
- F. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he is due.

SECTION 2. REHIRING OF LAID-OFF WORKERS

- A. **REDUCTION IN WORK FORCE:** If reduction in the work force is necessary as determined by the City Council, the following procedure shall be adopted for rehire:
 - 1) Any employee laid off shall be placed on a Recall List for a period of two years. The CITY, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.
 - 2) An employee Recalled and Reinstated to the position he held as of his lay-off shall assume the same salary step and seniority as he held at the time of lay-off. An employee Reinstated from voluntary demotion to the position held as of his lay-off shall accrue the same salary step and seniority as he held in his position of demotion.
 - 3) Employee will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits accumulated to the day of lay-off. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the lay-off period.
 - 4) Failure to return to work within five (5) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the CITY may require substantial proof of illness or accident), will cause the employee to be removed from the lay-off list and forfeit all seniority rights.
 - 5) The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the lay-off period, shall be reinstated to the employee upon re-employment.

SECTION 3. EXCEPTIONS

- A. The following classifications are excepted from the provisions of this Article for LAY-OFFS AND RECALL:
 - 1) Community Service Counselors, Planning Assistants, Associate Engineers, Engineering Technicians and Engineering Aides:
 - 2) Inasmuch as these are professional or semi-professional positions and the efficient operation of the departments depends on retention of the most versatile individuals when funds are not available for the continuation of a completely manned department.
- B. Accordingly, if a department head feels justified in declaring an employee with the same or more seniority excess and retaining an employee with same or lesser seniority in the same classification, or demotion of an employee from a higher classification, he must submit documentation (Justification Letter) in support of such request to the Human Resources Manager for final approval, also forwarding at the same time a copy to GMEA.

- 1) All Justification Letters must be submitted to provide the affected employee at least thirty (30) days' notice prior to effective date of such layoff after approval by the Human Resources Manager.
- 2) The Justification Letter, in support of the retention of an employee out of order of Seniority, must be related to one of the following, specifically stating why that individual is more qualified than another who has equal or more seniority in the same classification:
- 3) The employee is currently employed on a critical assignment, which the best interests of the CITY require to be completed by said employee. This Justification should be used only on assignments of less than three (3) months duration, as this employee would be subject to immediate lay-off upon completion of the stated assignment, under justification request.
- 4) The employee's overall qualifications and performance have shown his or her capability to achieve expected performance in a variety of work assignments and versatility for providing benefits to the CITY that an employee otherwise to be laid off does not have and is particularly required in a position class that is being reduced in total size.
- 5) The employee possesses subject matter knowledge and skill both critically needed and difficult to replace.

ARTICLE 6. GRIEVANCE PROCEDURES AND FACT-FINDING

SECTION 1. SCOPE AND LIMITATIONS

- A. Employee Protection: Employees shall be assured of freedom from reprisal for using these grievance procedures.
- B. The procedures set forth in this section shall not apply to any matter involving the initiation or renewal of memoranda of understanding, the resolution of impasses or any other matter that is beyond the scope of representation.

SECTION 2. PROCEDURE

A. Employee Responsibility

- 1) In any instance of grievance, the employee or employees concerned shall first make every effort to resolve such grievance with his/her immediate supervisor.
- 2) In the event such efforts as specified above are not productive of a mutually satisfactory solution, the employee aggrieved, or the Steward, may reduce his complaint to writing. Said complaint shall set forth all the facts necessary to the understanding of the issues involved.
- 3) The complaint shall be signed by the employee or the employee and the Steward, and shall be submitted in three (3) copies to the employee's immediate supervisor. The supervisor shall forward all three copies to his department head.

B. Investigation and Fact-Finding

- 1) The department head shall hold a meeting with the aggrieved employee and/or the Steward and the immediate supervisor.
- 2) The department head will make such investigation of the facts and issues as deemed necessary and upon reaching a conclusion, but in any event within five (5) working days of receipt of the grievance statement, the department head shall reply in writing, stating his determination. Three (3) copies of such reply shall be made, one copy of which shall be transmitted to the employee, one to the Steward, and the other one retained by the department head.
- 3) The use of the fact-finding step by GMEA shall be elective and may be bypassed if GMEA desires to do so.

C. Submission of the Complaint to Human Resources Officer

- 1) If the employee wishes to process the grievance further, the employee or the Steward shall, within ten (10) working days of the receipt of the department head's determination, so notify the department head in writing. The department head shall immediately submit to the Human Resources Officer two (2) copies of the original grievance complaint and the department head's determination.
- 2) The Human Resources Officer shall, without delay, arrange a meeting with the GMEA Representative. At such meeting, discussion shall be limited to the issues raised in the grievance complaint, and an earnest effort shall be made to arrive at a satisfactory resolution of the issue.
- 3) Such notes and memoranda as the Human Resources Officer deems required, shall be made of the substance of the issues and conclusions and findings of the meeting.
- 4) The conclusions and findings of this meeting shall be reduced to writing and shall be final, except that in cases which involve the alleged violation of the MOU of Understanding, Personnel Ordinance, Classification Plan, or the Personnel Rules and Regulations, GMEA may, by written notification to the Human Resources Officer, within ten (10) working days, request submission of the issue to an impartial arbitrator who shall ascertain the facts and make a recommendation which shall not be binding on either party.

D. Submission of Complaint to an Arbitrator

- 1) The fees and expenses of the arbitrator shall be borne equally by the parties with the arbitrator selected as follows:
 - (a) GMEA may request a panel of five (5) arbitrators from the California State Conciliation and Mediation Service.
 - (b) Upon receipt of the names, the first party to strike a name shall be determined by lot; thereafter each party shall alternately strike names until only one (1) name remains; that individual shall be the arbitrator.
- 2) The arbitrator shall determine the facts in a manner mutually agreed upon and shall, within thirty (30) days, submit his or her findings and recommendations to the parties.
- 3) Within ten (10) days of the receipt by the parties of the arbitrator's findings and recommendations, the City Manager shall review the grievance in its entirety and render his determination to GMEA. Should his determination not satisfy the GMEA, the grievance may then be referred to the City Council for final determination in accordance with this Article.

E. Submission of the Complaint to the City Council

- 1) A complaint which is requested to be submitted to the City Council shall be submitted by the Human Resources Officer at the next regularly scheduled City Council meeting.
- 2) The decision of the City Council shall be final.

ARTICLE 7. TRANSPORTATION DEPARTMENT EMPLOYEES (GTRANS)

SECTION 1. TRANSIT EMPLOYEES COMPENSATION

- A. SALARY:** The salary for positions which are unique to the Gardena Municipal Bus Line (GMBL) will be set in accordance with a survey of comparable positions in the following jurisdictions: Culver City, Montebello, Norwalk, Torrance and Santa Monica.
- B. OVERTIME:** Bus Operators and Equipment Mechanics shall be paid overtime (time and one-half regular hourly rate) in accordance with the "hours-worked" provisions of the Fair Labor Standards Act.

- 1) If any Bus Operator works a sixth (6th) or seventh (7th) day in any one work week and such sixth (6th) or seventh (7th) day is worked on a regular bus run, such time worked by the driver on such regular run shall be compensated at time and one-half his regular hourly rate.
 - 2) Compensation for training time shall be paid in accordance with the Fair Labor Standards Act. The following situations or time spent by employees in required training is considered to be non-compensable: training which is required for certification of the employee by law of a higher level of government (e.g., where State, County, or Federal law imposes a training obligation on City employees does not constitute compensable hours of work)
 - 3) Bus Operators will be paid one and one-half (1½) times their straight time hours for all work they perform in excess of eight (8) hours per day or forty (40) hours per week, on a regular run with the exception of spread time, guarantee time, or incidental overtime.
- C. TRAINER/INSTRUCTOR (TSI) PAY:** Bus Operators that are Certified Transportation Safety Institute (TSI) instructors will be paid an additional two dollars (\$2.00) per hour during their performance of behind the wheel training of a bus operator.
- D. TRANSIT EMPLOYEES PEPRA EXEMPTION** (see Article 4, Section 2, E.).

SECTION 2. CALL-IN SCHEDULING AND PAY

- A. Bus Mechanics** assigned responsibility for filling run assignments of scheduled Bus Operators calling in shall receive bonus pay at a rate of twenty-five dollars (\$25.00) per month for the duration of the assignment. Payment shall be made in the employee's regular paycheck in the second pay period of each month.
- B. Bus Operators** called in for work on his regularly scheduled day off shall receive not less than two (2) hours' work or two (2) hours' pay at one and one-half times the employee's regular rate of pay.
- C. Call-In Procedure**
- 1) The call in procedure for leave purposes for all transit employees shall require the employee to call into the primary or other designated telephone line of the GMBL and speak directly to a supervisor on duty.
 - 2) If the employee's immediate supervisor is not on duty at the time, any supervisor on duty may accept the call and will report the information to the employee's direct supervisor in accordance with department protocol.
 - 3) Employees shall be given at least two (2) options for reporting absence during the hours that no supervisor is on duty at the main office of the Municipal Bus Lines.

SECTION 3. BUS OPERATORS

A. SENIORITY

- 1) Seniority shall be measured from the employee's most recent date of hire and shall be accorded appropriate consideration in the assignment of regular runs, commuter runs and, whenever possible, emergency overtime. Appropriate consideration includes, but is not limited to, consideration of cost effectiveness.

B. WORK SCHEDULE

- 1) The normal workweek for regular Bus Operators is five (5) days per week, eight (8) hours per day or forty (40) hours per week.
- 2) Bus Operators will be paid one and one-half (1½), on a regular run, their straight time hours for all work they perform that is in excess of eight (8) hours per day, or forty (40) hours per week, with the exception of spread time, guarantee time, or incidental overtime.

C. RUN ASSIGNMENTS (SHAKE-UP)

- 1) Run assignments will be posted four times yearly: First week of February; Third week of June; Second week of September; and First week of December.
- 2) Said shake-up will occur thirty (30) days later. Should vacancies occur at any time, a new shake-up will be posted within seventy-two (72) hours, unless otherwise mutually agreed.
- 3) Should a run become vacant due to an employee going on a leave of absence without pay for a period of sixty (60) days or more, a new shake-up will be posted within seventy-two (72) hours. Employees returning to work after a "leave of absence without pay" would work extra board until a new shake-up.

D. SPREAD TIME

- 1) A "spread" refers to the difference from the time a Bus Operator reports for duty until the time the assignment is completed. All work performed in excess of a spread of ten (10) hours will be paid for at the rate of time and one-half.

E. GUARANTEE TIME

- 1) Full-time Bus Operators are guaranteed eight (8) hours work per day and forty (40) hours work per week. Because some runs are operated less than eight (8) hours, Operators are paid a daily guarantee of eight (8) hours.

F. MISSOUTS

- 1) Bus Operators must report for their assignment at a scheduled time and place or they will be charged with a MISSOUT unless they notify whoever is in charge at the Bus Lines at least two (2) hours before the start of their regular shift of their inability to report due to illness or emergency.
- 2) When a Bus Operator is prevented from reporting to work on time due to an emergency and later presents proof of said emergency satisfactory to the Transportation Director, he may waive the charge of a MISSOUT on a Bus Operator's record.
- 3) The failure of a bus operator to report in person, ready for work at the assigned time will be considered a MISSOUT.
 - (a) First MISSOUT in a thirty (30) day period will result in the loss of one (1) day's work without pay.
 - (b) Second MISSOUT in a sixty (60) day period will result in the loss of two (2) days' work without pay (the one-day missed, plus a one-day suspension).
 - (c) Third MISSOUT in a ninety (90) day period may be grounds for termination.
 - (d) The cumulative record of MISSOUTS will be taken into consideration in any disciplinary action taken.

G. UNIFORMS

- 1) All Bus Operators must report for work in City-approved uniform, together with all necessary equipment required to perform their duties throughout the day.
- 2) New employees will purchase their own City-approved uniform upon completion of the probationary period. The City will then reimburse said employee for the actual cost of the uniform.
- 3) All uniforms purchased by the City must be returned upon termination from the City. The CITY will furnish the following uniforms:
 - (a) Five (5) pair of trousers;
 - (b) Four (4) short-sleeved shirts;

- (c) Four (4) long-sleeved shirts;
 - (d) One (1) belt;
 - (e) One (1) tie;
 - (f) One (1) jacket; and
 - (g) One (1) cap (if requested by employee).
- 4) Bus operators will be provided one uniform cleaning per week, or given a cleaning allowance of one-hundred fifty dollars (\$150.00) annually, at the discretion of the City.
 - 5) When an article of uniform is worn out, a Bus Operator will turn in the item and will be given an order to purchase a like item at a uniform company.

H. SMART CLASS TRAINING

- 1) A transit employee who is required to attend a SMART class (i.e., training program) conducted by the CITY shall be deemed to be on "school time" during such classes and shall be paid at the employee's regular rate of pay for such time.

SECTION 4. TRANSIT LABOR/MANAGEMENT MEETINGS AND RE-OPENER

- A.** Labor Management meetings in the Transportation Department shall be held each quarter, unless otherwise scheduled by the parties.
- B.** The following issues if not already resolved through Labor Management meetings with the Transportation Department, shall be addressed through meet and confer at the reopeners set forth in this MOU, Article 9. Section 11.
 - 1) Shift Bid for Part-Timers; Scheduling of part-time and relief drivers to cover mandatory overtime at the end of a regular bus run;
 - 2) Seventy-two (72) hours advance notice of mandatory meetings;
 - 3) Timely response to time off requests (72 hours, except for medical emergency, sick leave, and FMLA/CFRA use;
 - 4) In House Promotional for part-time to full time; reinstatement of the Safety Committee;
 - 5) Shift bid for mechanics;
 - 6) Exclusion of Equipment Superintendent on vacation bid list;
 - 7) Security on bus routes;
 - 8) New and/or modified position classifications.
 - 9) Other issues as they develop over the term of this MOU, and introduced by GMEA or the CITY for consideration at these "six month reopeners."

SECTION 5. RELIEF BUS OPERATOR

- A.** Effective July 2015, the new position classification "Relief Bus Operator" is established and added to the City's Classification and Compensation Plan at Schedule 28.
- B.** Relief Bus Operators hired at training salary shall not be eligible to test for full-time Bus Operator until they have satisfactory service for a period of two (2) years from appointment to Step 1. Relief Bus Operators who, at the time of hire have a Class B license, will be placed on a Step appropriate with their experience and shall be eligible for testing for full-time Bus Operator immediately following their appointment.
- C.** The Relief Bus Operator position is not intended to supplant the position of Full-Time Bus Operator.

- 1) As of July 1, 2015, the percentage of regular schedule runs filled by Full-Time Bus Operators is sixty percent (60%).
- 2) At each future shake-up, the CITY shall provide documentation to GMEA that Full-Time Bus Operators assignments represent at least sixty percent (60%) of all combined full-time, part-time, and Relief Bus Operator assignments.
- 3) Part-time/At-will Bus Operators hired prior to August 1, 2015, shall not be reclassified to Relief Bus Operator classification.

ARTICLE 8. PART-TIME EMPLOYEES AND APPRENTICESHIP PROGRAM

SECTION 1. PART-TIME EMPLOYEE DEFINED

- A. Any employee scheduled to work less than eighty (80) hours per pay period throughout the year on a regularly scheduled basis is considered a part-time employee and shall receive benefits as described in this Article.
- B. Student Workers and Student Interns constitute a unique classification and shall earn NO Sick Leave and or Vacation credit or other fringe benefits.
- C. Part-time employees shall be hired, scheduled for work and terminated based on the work needs of the Department.

SECTION 2. PART-TIME EMPLOYEE ADVANCEMENT IN PAY RATE

- A. Each part-time employee as defined in this MOU shall be entitled to receive, and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated (Exhibit "A").
- B. Advancement of part-time employees from the minimum to the maximum rate of compensation for the respective job classification shall be based on attaining both minimum hours and minimum time in service as listed below:
 - 1) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each position within the classification plan.
 - 2) Step 2, upon satisfactory completion of five-hundred (500) hours or six (6) months of service at Step 1, whichever is greater, within the classification.
 - 3) Step 3, upon satisfactory completion of one-thousand (1,000) hours or twelve (12) months of service at Step 2, whichever is greater, within the classification.
 - 4) Step 4, upon satisfactory completion of one-thousand (1,000) hours or twelve (12) months of service at Step 3, whichever is greater, within the classification.
 - 5) Step 5 upon satisfactory completion of one-thousand (1,000) hours or twelve (12) months of service at Step 4, whichever is greater, within the classification.
 - 6) Step 6 upon satisfactory completion of one-thousand (1,000) hours or twelve (12) months of service at Step 4, whichever is greater, within the classification.
- C. Seasonal employees shall be considered for rehire at a Step based on total hours of previous service to the City.

SECTION 3. PART-TIME EMPLOYEE BILINGUAL PAY

- A. Part-time employees, who provide or are available to provide bilingual assistance, may be eligible to receive Bilingual Bonus Pay. To qualify, a part-time employee must work a minimum of forty

(40) hours within a pay period and use bilingual skills for at least fifty percent (50%) of the hours worked.

- B.** Bilingual Bonus Pay shall be in the amount of eleven-dollars and fifty-five cents (\$11.55) for each pay period in which the employee qualifies for the bonus. The Department Head may authorize such pay on the payroll certification sheet of such employee for each payroll in which the employee qualifies. Part-time employees must qualify and remain eligible for Bilingual Bonus Pay by following the same testing and certification procedures as full-time employees.

SECTION 4. PART-TIME EMPLOYEE BENEFITS

A. SICK LEAVE AND VACATION LEAVE

- 1) Part-time employees shall accrue four (4) hours sick leave and four (4) hours vacation leave per month if the total hours actually worked is equal to or exceeds sixty (60) hours for each pay period in the month.
- 2) Employees credited with less than sixty hours (60) per pay period shall earn NO Vacation and/or Sick Leave credit for such period.

B. RETIREMENT BENEFITS

- 1) Part-time employees represented by GMEA shall be enrolled in the California Public Employees' Retirement System (CalPERS). The CITY will pay a portion of the employee's contribution to CalPERS in the same manner as for full-time employees enrolled in CalPERS.

C. EXEMPTIONS FROM OTHER BENEFITS

- 1) Part-time employees shall be exempted Part-time employees shall be exempted from all other benefits provided by the CITY except as specifically stated in this section or required by law.

SECTION 5. APPRENTICESHIP PROGRAM FOR MECHANICS

- A.** GMEA and the CITY have jointly agreed to establish an internship program for Transit Mechanics and Equipment Mechanics in order to train and qualify mechanics for future full-time employment.
- B.** The qualifications and procedures for the Apprenticeship Program have been mutually agreed upon by GMEA and the CITY. Should the CITY desire to amend the program as initially designed and agreed to, the CITY shall meet and confer with GMEA prior to implementing any changes.
- C.** Individuals classified as an "apprentice" shall be paid in accordance with Steps 1-3 of salary schedule 39 unless amended hereafter by the City.

ARTICLE 9. MISCELLANEOUS

SECTION 1. AGENCY SERVICE FEES

- A.** Every employee covered by this MOU and all new hires after thirty (30) days of employment shall as a condition of continued employment either join GMEA or pay to GMEA a service fee in an amount equal to GMEA's standard monthly dues and initiation fees, less the cost of any member-only benefits.
- B.** If an employee covered by this contract is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor unions or representation units, such employee shall not be required to join or financially support the GMEA as a condition of employment; but, upon providing proof of such conscientious objection, shall in lieu of joining or supporting the GMEA be required to pay sums equal to such amounts referred to

in paragraph A above to a non-religious, non-labor charitable fund exempt from taxation under §501 (c) (3) of the Internal Revenue Code, payable through Gardena Association of Reliable Donors (G.A.R.D.).

- C. The CITY agrees, during the life of the MOU, to deduct from the net amount due each pay day the monthly dues of each employee in the recognized representation unit who has furnished the CITY with an individual written authorization, revocable at will, of such deduction on a form mutually agreed upon between the CITY and GMEA.
- D. GMEA agrees to indemnify the CITY against loss from any lawsuit filed by any employee in connection with this check-off provision. The CITY agrees to remit such deductions to the GMEA monthly.
- E. Any employee who fails to join the GMEA and maintain his/her GMEA membership in good standing or pay the GMEA service fee, as provided in this article, shall be subject to termination fifteen (15) days after the CITY has received written notice from GMEA, and the CITY agrees to terminate such employee from employment, if during said fifteen (15) day period, the employee has not fully paid GMEA the then delinquent amount owed by said employee.

SECTION 2. TIME-OFF FOR GMEA REPRESENTATIVES

- A. GMEA shall annually provide to the Human Resources Officer in writing a list of GMEA officers and stewards and shall as necessary notify the Human Resources Officer of any changes therein. GMEA representatives shall be given reasonable time off with no loss of pay when attending Association activities, as determined by the Human Resources Officer, to conduct GMEA related business including preparing for and participating in "Meet and Confer" and "Consultation" sessions with the CITY, including from time-to-time attendance at related conferences, seminars, and workshops. When meetings regarding employee representation matters are held during the GMEA representative's scheduled work hours, release time will be provided for the representative. If such, meetings, as described above, are held during the bargaining unit representatives work hours, the representative shall be compensated for the time spent at the meeting with no loss of pay. Meetings held at times outside of the representative's regular work shift or outside of his/her scheduled split work shift are not compensable. However, if a Union meeting is scheduled during a regular split shift of a GMEA Board member, the two (2) hours additional for the split, will still be paid.
- B. Release time from regular work duties for GMEA business shall be pre-approved by the employee's supervisor and whenever possible shall be requested by the employee at least forty-eight (48) hours in advance so as to allow the department to make any necessary adjustments for work coverage. The CITY shall not unreasonably withhold such release time, and GMEA and its representatives shall make every effort to schedule regular meetings and all GMEA business at a time and place that is least disruptive to CITY operations.
- C. With the prior consent of the employee's supervisor, duly authorized representatives of GMEA shall have the right to contact employees at work, with respect to interpretation or application of this MOU, the Gardena Municipal Code, Personnel Rules and Regulations, or the Salary and Compensation Plan, it being understood and agreed that such contacts shall be limited to grievance handling and shall not include solicitation of GMEA membership, collection of dues, or conduct of GMEA business. It is further agreed that such contact shall not interfere with work in progress or in any way disrupt normal city operations.
- D. The CITY shall make available at least one time per month a meeting room with telephone for the use of the GMEA representatives for the purpose of maintaining liaison with its membership.
- E. GMEA shall notify the Human Resources Officer in writing at least fourteen (14) days in advance of the scheduled meeting date, time and location for the conduct of regular GMEA business. The Human Resources Officer shall then notify department heads of the time and location of such meeting so that employees may be released from normal work assignments to attend said meeting.

SECTION 3. COMMUNICATIONS FOR GMEA BUSINESS: The CITY will establish a computer use policy that will allow the appropriate use of the e-mail system for GMEA business communication, similar to telephone and mail systems. The CITY and GMEA agree to meet and confer to discuss any changes to said policy.

SECTION 4. LABOR-MANAGEMENT MEETINGS: The CITY and GMEA agree to a Labor-Management meeting process to discuss any and all issues confronting either side. Either party may request such meeting. The involved department head and/or other pertinent management personnel will attend such meetings along with the GMEA Board or its designated representative.

SECTION 5. CITY RIGHTS

- A. Except to the extent expressly abridged by a specific provision of this MOU, the Personnel Rules and Regulations, the Salary Compensation Plan, and the Gardena Municipal Code, and other applicable legislation, the CITY reserves and retains, solely and exclusively, all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous MOU or agreement with GMEA or any other union or association.
- B. Without limiting the generality of the foregoing, the sole and exclusive rights of the CITY which are not abridged by this MOU include, but are not confined to, the right to determine the mission of its constituent departments, commissions, and boards; set standards of service; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; contract out any such operations, services, or work; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- C. The CITY has the legal obligation to insure the health, welfare and safety of its citizens, which necessitates the prompt and uninterrupted continuation of its functions. Thus, city officials have the right to exercise the administrative initiative necessary to carry out these responsibilities

SECTION 6. FINANCIAL IMPACT: In recognition of mutual benefit and interest, the CITY and GMEA agree to meet and confer if any condition arises that substantially impacts the City's continued financial stability and to work together to ensure the continuous delivery of quality public services while protecting employee salaries and benefits to the highest degree possible.

SECTION 7. NON-DISCRIMINATION: No employee shall be discriminated against for exercising his or her rights as enumerated in this MOU, the Personnel Rules and Regulations, or other applicable legislation.

SECTION 8. NO STRIKE - NO LOCKOUT

- A. GMEA agrees that there will be no strike, stoppage, slowdown, "sick-in," sit down, refusal to perform work, or other interference with operations, nor any picketing or refusal to enter upon the City's premises, on any account, or in connection with any grievance or dispute and the CITY agrees that it will engage in no lockouts during the term of this MOU.
- B. The foregoing undertaking of GMEA is binding upon its officers, agents, stewards, committeemen, members, and other representatives, who are obligated not to cause or condone any of the prohibited activity and who are obligated to take affirmative steps to prevent or halt any such activity on the part of any employee. Failure of any such representative who is an employee to carry out his obligation shall subject him to dismissal or other disciplinary action on that account.

Participation by any other employee in any of the prohibited activity will be just cause for dismissal or other disciplinary action.

SECTION 9. CONFLICT OF MOU AND RESOLUTION

- A.** It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies, practices and benefits, generally contained in the City of Gardena Personnel Rules and Regulations, which will continue in effect, except as modified herein with respect to the employees covered by this MOU.
- B.** In the event of proposed changes to said Rules and Regulations, GMEA shall be advised, for the purpose of enabling the CITY and GMEA to meet and confer as soon as possible with respect to any such proposed changes. The CITY shall afford GMEA's views due consideration but shall not be obligated to conform to such views in effecting such changes.

SECTION 10. VALIDITY OF MOU

- A.** Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- B.** The parties hereto mutually agree, during the term of this MOU, not to seek to meet and confer for the purpose of modifying any provision contained in this MOU unless the parties mutually agree in writing to do so. Should the parties agree to meet and confer during the term of this MOU, neither party shall be obliged to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this MOU.
- C.** Nothing contained in this MOU shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of the provisions of this MOU, the City's Personnel Rules and Regulations, Salary and Compensation Plan or the provisions of the Gardena Municipal Code which deal with personnel matters, insofar as these documents affect the members of GMEA.

SECTION 11. TERM OF MOU AND RE-OPENERS

- A.** The term of this MOU shall be for the period of January 1, 2011 to December 31, 2019.
- B.** During this term, the CITY and GMEA will meet and confer in July 2019 to negotiate wages, benefits, terms and conditions of employment. Reopeners shall be rescheduled in June and December of each calendar year unless another schedule is agreed to by both parties.

SECTION 12. OTHER ITEMS

- A.** Other issues within the scope of bargaining, including, but not limited to, determination of appropriate survey cities, merit increases and incentive options, leave schedules, salary surveys, retirement options and other benefits shall be negotiated separate from the terms of this MOU.
- B.** Should the parties subsequently agree to additional language changes on any matter that will further future negotiations, such language shall be adopted as an addendum to the ratified MOU and incorporated into the MOU at the appropriate time.

- C. Such addendum shall be subject to ratification of GMEA members and the approval of the City Council of the City of Gardena and shall be implemented upon such approval.
- D. Except for the provisions of Article 2, Section 4, F2, hereof, all pay categories as described in Section G. of the Preamble of this MOU shall remain frozen until such time as the CITY and GMEA negotiate the terms and conditions of their reinstatement, per the July 2019 reopener referenced at Article 9, Section 11 B.

SECTION 13. BINDING UPON SUCCESSORS

- A. This MOU shall be binding upon any other employee organization or union that, during the term of this MOU, succeeds GMEA as the recognized employee organization to represent the employees covered by this MOU.

ARTICLE 10. IMPLEMENTATION

SECTION 1. ADOPTION OF RESOLUTION: Following approval of this MOU by the City Council, its terms and conditions shall be implemented by appropriate resolution or other lawful action.

SECTION 2. AMENDMENTS TO MOU: The CITY and GMEA shall continue to work to further clarify all definitions, references, and language within this MOU to facilitate understanding and implementation of agreed upon terms and shall document any subsequent agreement by separate letter, amendment or revised MOU as determined by the parties.

RESTATED AND EXECUTED by and between the parties on the 13th day of December 2016, at Gardena, California.

CITY OF GARDENA

By: Mark E. Henderson
MARK E. HENDERSON, Mayor Pro Tem

**GARDENA MUNICIPAL
EMPLOYEES ASSOCIATION**

By: Fred G. Quiel
FRED G. QUIEL, GMEA Business Representative

By: Sebastian Le for Sebastian Goodlow
SEBASTIAN GOODLOW, GMEA President

ATTESTED:

By: Mina Semenza
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

By: Peter L. Wallin
PETER L. WALLIN, City Attorney

**EXHIBIT “A” – GMEA REPRESENTED POSITIONS AND SALARY ASSIGNMENTS
WITH MONTHLY SALARIES AS OF JULY 3, 2016**

EXHIBIT A is hereby amended concurrently with adopted amendments to the City Classification and Compensation Plan, applying all pay category adjustments referenced in this MOU.

Position Title	Schedule #	Step *1*	Step *2*	Step *3*	Step *4*	Step *5*	Step *6*
Account Clerk	29	2,904	3,049	3,201	3,361	3,529	3,705
Activity Coordinator	38	3,625	3,806	3,996	4,196	4,406	4,626
Administrative Aide	43	4,102	4,307	4,522	4,748	4,985	5,234
Administrative Analyst I	49	4,757	4,995	5,245	5,507	5,782	6,071
Administrative Analyst II	54	5,382	5,651	5,934	6,231	6,543	6,870
Administrative Analyst III	61	6,398	6,718	7,054	7,407	7,777	8,166
Administrative Secretary	44	4,205	4,415	4,636	4,868	5,111	5,367
Administrative Support Services Supervisor	52	5,123	5,379	5,648	5,930	6,227	6,538
Apprentice Mechanic	39	3,716	3,902	4,097	4,302	4,517	4,743
Assistant Employment Specialist	42	4,002	4,202	4,412	4,633	4,865	5,108
Assistant Site Manager I	5	1,606	1,686	1,770	1,859	1,952	2,050
Assistant Site Manager II	8	1,729	1,815	1,906	2,001	2,101	2,206
Assistant Site Manager III	13	1,956	2,054	2,157	2,265	2,378	2,497
Associate Engineer	61	6,398	6,718	7,054	7,407	7,777	8,166
Building Aide	44	4,205	4,415	4,636	4,868	5,111	5,367
Building Maintenance Lead	54	4,998	5,248	5,510	5,786	6,075	6,379
Building/Planning Assistant	44	4,205	4,415	4,636	4,868	5,111	5,367
Bus Operator	90	4,049	4,251	4,464	4,687	4,921	5,167
Case Management Supervisor/Instructor	50	4,876	5,120	5,376	5,645	5,927	6,223
Cement Finisher	43	4,102	4,307	4,522	4,748	4,985	5,234

Certified Nursing Assistant	13	1,956	2,054	2,157	2,265	2,378	2,497
Clerical Aide I	6	1,646	1,728	1,814	1,905	2,000	2,100
Clerk Typist	17	2,159	2,267	2,380	2,499	2,624	2,755
Code Enforcement Officer	53	5,251	5,514	5,790	6,080	6,384	6,703
Community Aide I	8	1,729	1,815	1,906	2,001	2,101	2,206
Community Aide II	23	2,504	2,629	2,760	2,898	3,043	3,195
Community Aide III	35	3,367	3,535	3,712	3,898	4,093	4,298
Community Center Coordinator	42	4,002	4,202	4,412	4,633	4,865	5,108
Community Services Counselor	49	4,757	4,995	5,245	5,507	5,782	6,071
Custodian I	30	2,977	3,126	3,282	3,446	3,618	3,799
Custodian II	34	3,285	3,449	3,621	3,802	3,992	4,192
Custodian-Lead	37	3,537	3,714	3,900	4,095	4,300	4,515
Customer Service Clerk I	29	2,904	3,049	3,201	3,361	3,529	3,705
Customer Service Clerk II	33	3,205	3,365	3,533	3,710	3,896	4,091
Electrical/Signal Technician I	51	4,998	5,248	5,510	5,786	6,075	6,379
Electrical/Signal Technician II	55	5,517	5,793	6,083	6,387	6,706	7,041
Emergency Preparedness Coordinator	51	4,998	5,248	5,510	5,786	6,075	6,379
Employment and Business Specialist	45	4,310	4,526	4,752	4,990	5,240	5,502
Engineering Aide	40	3,809	3,999	4,199	4,409	4,629	4,860
Engineering Technician	51	4,998	5,248	5,510	5,786	6,075	6,379
Equipment Mechanic	47	4,528	4,754	4,992	5,242	5,504	5,779
Equipment Utility Worker I	33	3,205	3,365	3,533	3,710	3,896	4,091
Equipment Utility Worker II	38	3,625	3,806	3,996	4,196	4,406	4,626
Family Child Care Program Assistant I	19	2,268	2,381	2,500	2,625	2,756	2,894
FCC Education Assistant II	30	2,977	3,126	3,282	3,446	3,618	3,799
FCC Education Assistant III	40	3,809	3,999	4,199	4,409	4,629	4,860

FCC Education Coordinator	50	4,876	5,120	5,376	5,645	5,927	6,223
FCC Program Assistant II	30	2,977	3,126	3,282	3,446	3,618	3,799
FCC Program Assistant III	40	3,809	3,999	4,199	4,409	4,629	4,860
FCC Program Coordinator	53	5,251	5,514	5,790	6,080	6,384	6,703
Financial Services Technician	51	4,998	5,248	5,510	5,786	6,075	6,379
Forensic Technician	54	5,382	5,651	5,934	6,231	6,543	6,870
General Building Inspector	51	4,998	5,248	5,510	5,786	6,075	6,379
Geriatric Aide	5	1,606	1,686	1,770	1,859	1,952	2,050
Graffiti Technician	34	3,285	3,449	3,621	3,802	3,992	4,192
Graphics Technician	47	4,528	4,754	4,992	5,242	5,504	5,779
Heavy Equipment Operator	46	4,418	4,639	4,871	5,115	5,371	5,640
Home Improvement Lead Person	39	3,716	3,902	4,097	4,302	4,517	4,743
Home Improvement Maintenance Helper	32	3,127	3,283	3,447	3,619	3,800	3,990
Human Resources Technician	48	4,641	4,873	5,117	5,373	5,642	5,924
Information Technology Coordinator	51	4,998	5,248	5,510	5,786	6,075	6,379
Intermediate Clerk Typist	36	3,451	3,624	3,805	3,995	4,195	4,405
Job Placement Specialist	25	2,631	2,763	2,901	3,046	3,198	3,358
Junior Accountant	48	4,641	4,873	5,117	5,373	5,642	5,924
Lead Mechanic	51	4,998	5,248	5,510	5,786	6,075	6,379
Lifeguard/Instructor	22	2,443	2,565	2,693	2,828	2,969	3,117
Maintenance Painter	47	4,528	4,754	4,992	5,242	5,504	5,779
Nutrition Services Coordinator	37	3,537	3,714	3,900	4,095	4,300	4,515
Paratransit Dispatcher	34	3,285	3,449	3,621	3,802	3,992	4,192

Paratransit Driver	31	3,051	3,204	3,364	3,532	3,709	3,894
Park Maintenance Lead	48	4,641	4,873	5,117	5,373	5,642	5,924
Park Maintenance Worker I	34	3,285	3,449	3,621	3,802	3,992	4,192
Park Maintenance Worker II	39	3,716	3,902	4,097	4,302	4,517	4,743
Payroll/Benefits Technician	48	4,641	4,873	5,117	5,373	5,642	5,924
Payroll/Personnel Technician	43	4,102	4,307	4,522	4,748	4,985	5,234
Peer Advocate Counselor II	7	1,687	1,771	1,860	1,953	2,051	2,154
Permit/Licensing Technician I	41	3,904	4,099	4,304	4,519	4,745	4,982
Permit/Licensing Technician II	44	4,205	4,415	4,636	4,868	5,111	5,367
Planning Assistant	51	4,998	5,248	5,510	5,786	6,075	6,379
Police Aide	6	1,646	1,728	1,814	1,905	2,000	2,100
Police Assistant	21	2,383	2,502	2,627	2,758	2,896	3,041
Police Cadet	21	2,383	2,502	2,627	2,758	2,896	3,041
Police Records Technician I	33	3,205	3,365	3,533	3,710	3,896	4,091
Police Records Technician II	37	3,537	3,714	3,900	4,095	4,300	4,515
Police Service Officer	39	3,716	3,902	4,097	4,302	4,517	4,743
Police Service Technician	33	3,205	3,365	3,533	3,710	3,896	4,091
Pool Cashier	14	2,005	2,105	2,210	2,321	2,437	2,559
Pool Supervisor	26	2,697	2,832	2,974	3,123	3,279	3,443
Printing and Technology Intern	29	2,904	3,049	3,201	3,361	3,529	3,705
Public Safety Officer	33	3,205	3,365	3,533	3,710	3,896	4,091
Public Works Coordinator	39	3,716	3,902	4,097	4,302	4,517	4,743
Public Works Lead	53	5,251	5,514	5,790	6,080	6,384	6,703
Purchasing Clerk	38	3,625	3,806	3,996	4,196	4,406	4,626
Records Management Coordinator	39	3,716	3,902	4,097	4,302	4,517	4,743
Recreation Coordinator	40	3,809	3,999	4,199	4,409	4,629	4,860
Recreation Leader I	14	2,005	2,105	2,210	2,321	2,437	2,559

Recreation Leader II	22	2,443	2,565	2,693	2,828	2,969	3,117
Recreation Leader III	28	2,833	2,975	3,124	3,280	3,444	3,616
Recreation Supervisor	49	4,757	4,995	5,245	5,507	5,782	6,071
Recreation Therapist	29	2,904	3,049	3,201	3,361	3,529	3,705
Right of Way Maintenance Worker	32	3,127	3,283	3,447	3,619	3,800	3,990
Secretary	42	4,002	4,202	4,412	4,633	4,865	5,108
Senior Account Clerk	38	3,625	3,806	3,996	4,196	4,406	4,626
Senior Accountant	57	5,796	6,086	6,390	6,710	7,046	7,398
Senior Citizens Social Services Coordinator	43	4,102	4,307	4,522	4,748	4,985	5,234
Senior Clerk Typist	38	3,625	3,806	3,996	4,196	4,406	4,626
Senior Maintenance Worker	47	4,528	4,754	4,992	5,242	5,504	5,779
Senior Planner	55	5,517	5,793	6,083	6,387	6,706	7,041
Sewer Maintenance Worker	44	4,205	4,415	4,636	4,868	5,111	5,367
Sr. Transit Utility Specialist	40	3,809	3,999	4,199	4,409	4,629	4,860
Storeroom Aide	7	1,687	1,771	1,860	1,953	2,051	2,154
Street Maintenance Worker	35	3,367	3,535	3,712	3,898	4,093	4,298
Street Sweeper Operator	45	4,310	4,526	4,752	4,990	5,240	5,502
Street Traffic Painter	46	4,418	4,639	4,871	5,115	5,371	5,640
Transit Dispatcher/Operations Assistant	50	4,876	5,120	5,376	5,645	5,927	6,223
Transit Mechanic	47	4,528	4,754	4,992	5,242	5,504	5,779
Transit Parts/Storeroom Coordinator	47	4,528	4,754	4,992	5,242	5,504	5,779
Tree Trimmer I	42	4,002	4,202	4,412	4,633	4,865	5,108
Tree Trimmer II	44	4,205	4,415	4,636	4,868	5,111	5,367

EXHIBIT “B”**SENIOR PAY BONUS - MONTHLY RATES**

	* 5 - 9 *	* 10 - 14 *	* 15 - 19 *	* 20 - 24 *	* 25 - 29 *	* 30-34 *	* 35-39 *	* 40+*
A	65.00	145.00	245.00	345.00	445.00	545.00	645.00	745.00
B	67.00	147.00	247.00	347.00	447.00	547.00	647.00	747.00
C	69.00	149.00	249.00	349.00	449.00	549.00	649.00	749.00
D	71.00	151.00	251.00	351.00	451.00	551.00	651.00	751.00
E	73.00	153.00	253.00	353.00	453.00	553.00	653.00	753.00
F	75.00	155.00	255.00	355.00	455.00	555.00	655.00	755.00
G	77.00	157.00	257.00	357.00	457.00	557.00	657.00	757.00
H	79.00	159.00	259.00	359.00	459.00	559.00	659.00	759.00
I	81.00	161.00	261.00	361.00	461.00	561.00	661.00	761.00
J	83.00	163.00	263.00	363.00	463.00	563.00	663.00	763.00
K	85.00	165.00	265.00	365.00	465.00	565.00	665.00	765.00
L	87.00	167.00	267.00	367.00	467.00	567.00	667.00	767.00
M	89.00	169.00	269.00	369.00	469.00	569.00	669.00	769.00
N	91.00	171.00	271.00	371.00	471.00	571.00	671.00	771.00
O	93.00	173.00	273.00	373.00	473.00	573.00	673.00	773.00
P	95.00	175.00	275.00	375.00	475.00	575.00	675.00	775.00
Q	97.00	177.00	277.00	377.00	477.00	577.00	677.00	777.00
R	101.00	201.00	301.00	401.00	501.00	601.00	701.00	801.00
S	103.00	203.00	303.00	403.00	503.00	603.00	703.00	803.00
T	106.00	206.00	306.00	436.00	536.00	636.00	736.00	836.00
U	108.00	223.00	338.00	458.00	578.00	703.00	803.00	903.00
V	110.00	225.00	340.00	460.00	580.00	705.00	805.00	905.00
W	112.00	227.00	342.00	462.00	582.00	707.00	807.00	907.00
X	114.00	234.00	354.00	474.00	594.00	719.00	819.00	919.00
Y	116.00	236.00	356.00	476.00	596.00	721.00	821.00	921.00
Z	118.00	238.00	358.00	538.00	620.00	722.00	822.00	922.00