

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF EL SEGUNDO**

**AND**

**CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL  
AND MEDICAL EMPLOYEES UNION, LOCAL 911  
SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT**

## TABLE OF CONTENTS

### ARTICLE / SECTION NUMBER.....PAGE

#### **Article 1 - Recognition**

Section 1 - Classified Positions Represented by the Union.....	6
Section 2 - City Recognition of Union.....	7
Section 3 - Term of this Memorandum of Understanding (M.O.U).....	7

#### **Article 2 – Non-Discrimination**

Statement of Non-Discrimination.....	7
--------------------------------------	---

#### **Article 3 – Health and Welfare**

Section 1 - Health Insurance.....	7
Section 2 - Alternative Medical Plans.....	7
Section 3 - Dental Insurance.....	7
Section 4 - Optical Insurance.....	7
Section 5 - Life Insurance.....	8
Section 6 - Insurance Cap.....	8
Section 7 - Long Term Disability Insurance (LTD).....	8
Section 8 - Workers Compensation.....	8
Section 9 - Flexible Spending Account.....	8
Section 10 - Bereavement Leave.....	8
Section 11 - California State Disability Insurance (SDI) Program .....	8

#### **Article 4 – Retirement**

Section 1 - PERS 2% at 55.....	8
Section 2 - Retiree Medical Insurance Contribution.....	9
Section 3 - Deferred Compensation Plan.....	9
Section 4 - Leave Payoff.....	9
Section 5 - Cash Equivalency for Vacation, Sick Leave and Floating Holidays.....	9
Section 6 - Public Agency Retirement System (PARS).....	9

#### **Article 5 – Sick Leave**

Section 1 - Accrued Sick Leave.....	10
-------------------------------------	----

Section 2 - Annual Medical Examination.....	10
Section 3 - Sick Leave Usage for Family Care.....	10
Section 4 - Catastrophic Illness Leave.....	10

**Article 6 – Employee Assistance Program (EAP).....11**

**Article 7 – Vacation**

Section 1 - Original Accrual Schedule or Alternative Accrual Schedule.....	11
Section 2 - Accrued Vacation Leave after six months.....	11
Section 3 - Maximum Accumulation of Vacation.....	11
Section 4 - Cash in Lieu of Vacation Time.....	12

**Article 8 – Holidays**

Section 1 - Listing of Holidays.....	12
Section 2 - Holidays and Last Day Off.....	12
Section 3 - Holidays and First Day Off.....	12
Section 4 - Floating Holiday.....	12

**Article 9 – Professional Development**

Educational Reimbursement.....	12
--------------------------------	----

**Article 10 – Computer Loan Program.....13**

**Article 11 – Salary**

Section 1 - Salary Adjustments.....	13
Section 2 - Accelerated Salary Step Advancement.....	13
Section 3 - Direct Deposit.....	13
Section 4 - Use of Personal Vehicle on Official City Business.....	14
Section 5 - Educational Incentive Pay.....	14
Section 6 - Bilingual Pay.....	14
Section 7 - Longevity Pay.....	15
Section 8 - Certification Pay.....	15

**Article 12 – Uniforms**

List of Job Classifications having uniforms/footwear provided.....15

**Article 13 - Overtime**

Section 1 - Fair Labor Standards Act – Overtime Compensation.....16  
Section 2 - Definition of Hours Worked for Overtime – Computation purposes.....16  
Section 3 - Overtime Authorization.....16  
Section 4 - Maximum Accumulation of Compensatory Time.....16  
Section 5 - Work Time Credit.....16

**Article 14 – Grievance Procedure**

Section 1 - Definition of Terms.....17  
Section 2 - Time Limits.....17  
Section 3 - Procedure.....17  
Section 4 - Matters Excluded from the Grievance Procedure.....18  
Section 5 - Conferences.....18  
Section 6 - Employee appeals from Disciplinary Actions.....18

**Article 15 – Layoff**

Section 1 - Grounds for Layoff.....19  
Section 2 - Notice to Employees.....19  
Section 3 - At-Will Employees.....19  
Section 4 - Procedures for Layoff.....19  
Section 5 - Breaking Ties.....19  
Section 6 - Reduction to a Vacant Position.....20  
Section 7 - Displacement Rights.....20  
Section 8 - Salary Placement.....20  
Section 9 - Reemployment List.....20  
Section 10 - Rights upon Reemployment.....20

**Article 16 – Miscellaneous**

Section1- Credit Union.....20  
Section 2 - Temporary Assignment to Higher Classification.....20  
Section 3 - Rest Periods.....21  
Section 4 - Request for Reclassification Review.....21  
Section 5 - Seniority.....22  
Section 6 - Standby Duty.....22  
Section 7 - Jury Duty.....23  
Section 8 – Classification Study .....23

**Article 17 – Drug-Free Workplace Statement, Substance Abuse Policy,  
and Smoking and Break Policy.....24**

**Article 18 – Personnel File**

Section 1 - Personnel File.....24  
Section 2 - Derogatory Material.....24  
Section 3 - Positive Material.....24

**Article 19 – Agency Shop Agreement.....24**

**Article 20 – Zipper Clause.....26**

**Article 21 – Catastrophic Leave Bank.....26**

**Signature Page.....28**

Appendix A - Bargaining Unit Classifications

Appendix B - Smoking Policy

Appendix C - Drug Free Workplace Statement and Substance Abuse Policy, Revised  
July 1, 2008

Appendix D - Department of Transportation Drug Testing Guidelines

Appendix E - Catastrophic Leave Bank Policy

Appendix F – Occupational Injury and Illness Policy

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BETWEEN  
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SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT**

**ARTICLE I - RECOGNITION**

SECTION 1. Pursuant to the provisions of the City of El Segundo Resolution No. 3208, establishing procedures governing employer-employee organization relations, the City of El Segundo (hereinafter referred to as the 'City' and 'Employer' (interchangeably) has recognized the California Teamsters Public, Professional and Medical Employees Union, 911, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the 'Union') as the exclusive representative of employees within the bargaining unit consisting of the following classified positions:

Administrative Analyst  
Application Specialist  
Assistant Fire Marshal  
Associate Engineer  
Construction Coordinator (At-Will Position)  
Crime Prevention Analyst II  
Crime Prevention Analyst I  
Emergency Management Coordinator  
Environmental Safety Manager  
Equipment Maintenance Supervisor  
Facilities Maintenance Supervisor  
Fire Marshal  
GIS Analyst  
Librarian I  
Network Technician  
Park Maintenance Supervisor  
Plan Check Engineer  
Police Records Supervisor  
Principal Environmental Specialist  
Principal Planner  
Program Coordinator  
Project Specialist  
Property Owner Coordinator (At-Will Position)  
Purchasing Agent  
Recreation Supervisor  
Senior Accountant  
Senior Administrative Analyst  
Senior Building Inspector  
Senior Plan Check Engineer  
Street Maintenance Supervisor  
Technical Services Analyst  
Wastewater Supervisor

Water Supervisor  
Wellness Coordinator

SECTION 2. The City recognizes the Union as the representative of the employees in the classifications and assignments set forth in Section 1, above, for the purpose of meeting the joint obligations of the City and Union as set forth within the Meyers-Milias-Brown Act, Government Code 3500 et seq.

SECTION 3. The term of this Memorandum of Understanding (MOU) shall commence on October 1, 2009 and end on September 30, 2012.

**ARTICLE II - NON-DISCRIMINATION**

Neither the City nor the Union shall discriminate against any employee because of race, color, age, creed, national origin, sex, handicap, medical condition, marital status, or union activities in any matter.

**ARTICLE III - HEALTH AND WELFARE**

SECTION 1. Health Insurance - Employees participate as members of the PERS administered Public Employees' Medical and Hospital Care Program. Employees have a choice of HMO and Indemnity medical coverage plans.

City Medical Contribution: Effective January 1, 2009, and thereafter, the monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to employees under the Public Employee's Medical and Hospital Care Program in the Los Angeles Area, as that term is defined by CalPERS (Los Angeles, San Bernardino, and Ventura County). PERS Choice PPO and PERS Select PPO will also be included in the average dollar cost of the premium.

Any increase in medical costs based on this average, above the rate in effect on January 1, 2009 (\$1058), will be shared 50% by the City and 50% by the employee.

Effective October 1, 2009, the maximum future City contribution for Medical/Mental Health Insurance, for both active employees and retirees, shall be \$1800 per month.

SECTION 2. Alternative Medical Plans - During the term of this agreement, the City may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families (i.e., provides comparable benefits to current plan, including portability). There will be no change in insurance plans prior to January 2006 without agreement of the parties.

SECTION 3. Dental Insurance - The City provides fully paid dental insurance for the employee and all eligible dependents.

SECTION 4. Optical Insurance - The City provides fully paid optical insurance for the

employee and all eligible dependents.

SECTION 5. Life Insurance - Employees are provided a fully paid \$50,000 term life insurance policy. Additional coverage for self (\$100,000 maximum) and for family members may be purchased at group rates by the individual employee.

SECTION 6. Insurance Cap – The City's aggregate contribution for current dental, optical and life insurance shall be capped at \$161.65 per month. The City shall provide optical benefits for each employee and the employee's dependents through the Joint Council of Teamsters 42 Welfare Trust Fund Plan. Within the monthly contribution cap currently established for dental, optical and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage for an employee shall be made after the City's full monthly vision benefit contribution for an employee and his/her dependents has been made.

SECTION 7. Long Term Disability Insurance (LTD) - The City provides employees with a fully paid long term disability insurance policy which allows continuance of 66-2/3 % of the first \$7,500 of the employee's monthly salary. The policy applies to non-job related occurrences and benefits are payable following a 60 day waiting period. The maximum benefit period varies on the basis of the employee's age at the time disability begins.

SECTION 8. Workers Compensation - The City provides employees who receive job related injuries that are compensable under California Worker's Compensation Laws 75 % of their regular monthly salary for a period of up to one year.

SECTION 9. Flexible Spending Account - Pursuant to applicable federal laws, the City allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars. Participation in the program is voluntary.

SECTION 10. Bereavement Leave - The present practice of granting three (3) working days of bereavement leave per incident shall be increased to forty (40) hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall. Additionally, the definition of the immediate family whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

SECTION 11. California State Disability Insurance (SDI) Program – The City has taken all the necessary administrative steps to provide Union employees with State Disability Insurance Program coverage through the California Employment Development Department. All actual costs associated with participation in the State Disability Program will be the responsibility of Union employees.

#### **ARTICLE IV - RETIREMENT**

SECTION 1. Effective November 8, 2000, employees participate in the Public Employees Retirement System (PERS) 2% at 55 Miscellaneous Plan. The Plan's retirement benefits are integrated with Social Security. The City pays both the employers and the employees required contribution to PERS. Social Security contributions are equally shared by the City and the employee. The Environmental Safety Manager shall for the term of the agreement participate as a local Safety member pursuant to Government Code 20019 under the PERS System.

Effective January 1, 1992, the City's contract with PERS was amended to include the single highest year retirement calculation option. The present City contract with PERS also calls for incremental

yearly increases in the City contribution towards retirees' medical coverage (currently \$375 per month) so that by 1995 the contribution for current employees and retirees will be equal.

SECTION 2. Retiree Medical Insurance Contribution - A member of the Union will be eligible to receive the City-provided retiree medical insurance contribution, which is equal to that provided to an active Union member, after a minimum of 5 full-time years of service with the City of El Segundo.

SECTION 3. Deferred Compensation Plan - Employees are eligible to participate in the International City Management Association Retirement Corporation (ICMA-RC) and the Nationwide Retirement Solutions (NRS) Deferred Compensation Plans. Participation is voluntary and there is no City contribution to the plan.

SECTION 4. Leave Payoff - Employees separating from the City service are paid the accumulated total of their unused vacation leave and personal floating holiday leave.

SECTION 5. Government Code 20022(a)(1) provides that compensation for purposes of computing PERS retirement benefits includes remuneration paid in cash because of holidays, sick leave and vacation, as well as other remuneration furnished in payment for services. This MOU section memorializes that members of this unit have been contractually eligible to receive City paid cash equivalencies for vacation, sick leave and floating holidays accrued during the employee's final year of employment. Said members have also been eligible to receive a cash distribution equal to the monthly differential between \$500.00 and the monthly amount designated by each member for funding health insurance and similar programs (herein referred to as an insurance differential.) Pursuant to City Council action in December 1991, the former management/confidential unit was modified, with members of this Supervisory Unit being removed from the then existing management/confidential unit. The classifications now contained within this Supervisory Unit being removed from the then existing management/confidential unit. The classifications now contained within this Supervisory Unit were included within the prior management/confidential unit and City contractual agreements prior to December 1, 1992 to provide the management/confidential unit members with payment for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, fully insured to the benefit of those classifications now within the Supervisory Unit.

On June 2, 1992, the City Council adopted the first Memorandum of Understanding between the City and the Supervisory Unit, with Article VII of said MOU providing in pertinent part that all wages, hours and terms and conditions of employment in full force and effect prior to the adoption of the MOU, are to remain in full force and effect and are to be set forth within a later document entitled a Comprehensive Memorandum of Understanding. As members of the prior management/confidential unit, those classifications within the Supervisory Unit were therefore subject to earlier Council determination providing the described paid remuneration for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, and the June 2, 1992 Memorandum of Understanding contractually signifies that said benefits are to remain in full force and effect unless and until altered pursuant to the meet and confer process. This "Comprehensive Memorandum of Understanding" thereby codifies pre-December 1992 contractual provision of the stated compensation benefits to unit members.

SECTION 6. Public Agency Retirement System (PARS) - Effective October 1, 2008, the City will contract with the Public Agency Retirement System (PARS) to provide an additional retirement benefit for eligible union employees. Eligible employees are those who are 1) 55 years of age or older, 2) have completed 15 years of continuous service with the City of El Segundo and 3) service or disability retire from the City of El Segundo. Eligible employees are entitled to receive the PARS .5 @ 55 retirement enhancement formula as a supplement to the City's 2% @ 55 Public

Employees' Retirement System formula.

Effective October 1, 2008 Union employees will contribute 1% of their total pay via payroll deduction, as their share of the cost of the PARS retirement benefit.

## **ARTICLE V - SICK LEAVE**

SECTION 1. Employees accrue sick leave at a rate of eight (8) hours per month. The maximum carryover of sick leave from November 30 to December 1 of each year is six hundred (600) hours.

City provides a one hundred percent (100%) payoff each December 1 of any accumulated sick leave hours above the maximum carryover.

Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.

Employees, with at least five (5) full years of service with the City, receive payment for one hundred percent (100%) of their accumulated sick leave upon service retirement, disability retirement, or death.

SECTION 2. Annual Medical Examination - Employees are eligible for a fully paid comprehensive medical examination each year.

The City currently utilizes Westchester Medical Group/Center for Heart and Health for the examinations.

The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Up to two (2) days of sick leave may be used each year for physical examinations.

SECTION 3. Sick Leave Usage for Family Care - Affected employees are eligible to utilize a maximum of six (6) available eight (8) hour days of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The term "immediate family member" shall exclusively include the children, parents, siblings, the grandparents of the employee, the employee's spouse or significant other. "Immediate family member" shall also include mother-in-law and father-in-law. The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a sworn statement evidencing the facts justifying the use of sick leave in this regard.

SECTION 4. Catastrophic Illness Leave - An employee may transfer sick leave, vacation or compensatory leave to a sick leave bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year or during additional designated times on forms provided by the City of El Segundo. The City has the right to verify all catastrophic illnesses before donation from the sick leave bank.

**ARTICLE VI - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Provides confidential assistance, referrals, and counseling to the employee and members of the immediate family. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect their personal lives or job performance.

**ARTICLE VII - VACATION**

SECTION 1. Employees shall receive either:

**"ORIGINAL ACCRUAL SCHEDULE"**

<u>Years of Service</u>	<u>Days</u>
Upon completion of:	
1-7 years	12 days
8-14 years	17 days
15 or more	22 days

or

**"ALTERNATIVE ACCRUAL SCHEDULE"**

From commencement of the 1st year of service through and including completion of the 5th year of service - Twelve (12) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 6th year of service through and including completion of the 10th year of service - Fifteen (15) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 11th year of service through and including completion of the 15th year of service - Eighteen (18) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 16th year of service and for all years of service thereafter - Twenty-two (22) vacation days accrual per year, with a day being the equivalent of eight (8) hours.

An employee desiring to participate in the alternative accrual schedule shall so advise payroll in writing of their election, no later than September 6, 1994. Failure to advise of an election to accrue vacation pursuant to the alternative schedule shall result in the employee continuing to accrue vacation on the original schedule. An election to accrue pursuant to the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

SECTION 2. Employees may use their accrued vacation leave after six (6) months of

employment.

SECTION 3. Maximum accumulation of vacation leave allowed is the equivalent of two (2) years service accrual.

SECTION 4. Employees who have completed one year of service may receive cash payment in lieu of accrued vacation leave up to a maximum of 100% the annual accrual to which they are entitled by length of service. Employees may exercise this option twice per calendar year.

### **ARTICLE VIII - HOLIDAYS**

SECTION 1. Employees shall receive the following holidays:

January 1<sup>st</sup>  
The third Monday in January (Martin Luther King Jr. Day)  
The third Monday in February  
The last Monday in May  
July 4<sup>th</sup>  
The first Monday in September  
November 11<sup>th</sup>  
Thanksgiving Day and the Friday thereafter  
December 24<sup>th</sup>  
December 25<sup>th</sup>  
December 31<sup>st</sup>

(8 hours of paid leave plus any additional floating holiday hours as may be determined by the City Manager)

SECTION 2. In the event any of the above holidays fall on the last day an employee is off on his/her regular days off, the following day shall be observed as a holiday.

SECTION 3. In the event any of the above holidays fall on the first day of an employee's regular days off, the previous day shall be considered as a holiday.

SECTION 4. The floating holiday leave may be used six (6) months after the employee's initial appointment date.

### **ARTICLE IX - PROFESSIONAL DEVELOPMENT**

Employees are reimbursed 100% of the cost of tuition and books to a maximum of \$1,250 per calendar year for satisfactory completion of work related college courses. Requires prior written approval of department head and City Manager and requires a C average or better grade.

With the approval of the department head and/or City Manager, the City also pays the cost of an employee's professional membership fees and conference, meeting and workshop attendance. Employees who participate in the program must sign the following agreement:

Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of 'C' or better." (Attach copy of grade verification) Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

Probationary employees are not eligible to participate in this program.

### **ARTICLE X - COMPUTER LOAN PROGRAM**

Employees are eligible to receive an interest-free loan not to exceed \$4,000 for the purpose of purchasing personal computer hardware, software, ergonomically correct furniture and related equipment. Loans shall be repaid through payroll deductions over a three (3) year period. The City shall retain title, as security, to any equipment purchased through the program until the loan is fully paid off. After the fact financing shall be permitted upon the loan applicant receiving prior written approval from the Director of Finance. Outstanding loan balances must be paid off at the time an employee separates from the City. The Human Resources Department shall update Program guidelines periodically as necessitated by changes in technology or organizational requirements.

### **ARTICLE XI - SALARY**

#### **SECTION 1. Salary Adjustments**

(a) Effective the pay period including October 1, 2009, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2008 to August, 2009.

(b) Effective the pay period including October 1, 2010, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2009 to August, 2010.

(c) Effective the pay period including October 1, 2011, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2010 to August, 2011.

(d) The City and the Union agree that should the City Employees Association or the Police Support Services Employees Association Bargaining units in future contract negotiations be provided an enhanced PERS Retirement formula, e.g., 2.5% @ 55, 2.7% @ 55 or 3.0% @ 60, the Supervisory and Professional Employees Association would receive a salary increase in that year which is reduced by 1% and would represent the cost of increasing the City's employee contribution rate from 7% to 8%.

#### **SECTION 2. Accelerated Salary Step Advancement - Employees who have yet to reach**

the top step of their salary range are eligible to receive an accelerated salary step advancement of up to 5% in a 12 month period upon recommendation and approval by the department head and City Manager. An accelerated salary advancement is intended to recognize an employee's job performance which consistently and uniquely exceeds normal expectations.

SECTION 3. Direct Deposit – The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employee. Employees shall be responsible for providing the Finance Department with the correct transit routing number of their banking institution and the correct number of the account into which their paycheck will be deposited. Exceptions to this policy shall be granted upon an employee's written request to the Finance Director.

SECTION 4. Use of Personal Vehicle on Official City Business – Employees authorized to use a personal vehicle while on official City business will receive mileage reimbursement at the rate approved by the Internal Revenue Service. Use of a personal vehicle will not be authorized if a City motor pool vehicle is available to the employee. Under appropriate circumstances, Department Heads may approve exceptions to the requirement to utilize available motor pool vehicles.

SECTION 5. Educational Incentive Pay – Eligible employees shall be entitled to receive educational incentive pay as shown below. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification, and (b) were awarded such degree from an accredited college or university in one of the majors of public administration, business administration, engineering, or other job-related major, which had been approved by the department head, in writing.

#### Educational Incentive Pay

Job Classifications Occupying Salary Grades 30S – 39S:	\$318.04/month
Job Classifications Occupying Salary Grades 40S – 49S:	\$407.11/month
Job Classifications Occupying Salary Grades 50S – 53S:	\$449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of educational incentive pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 6. Bilingual Pay – An employee who demonstrates conversational and written fluency in a language approved by their Department Head and who is assigned duties in which such language skills are regularly used, shall be entitled to bilingual pay as shown below.

The City will be responsible for utilizing a standardized, industry accepted test (such as Berlitz, Inc.) to determine an employee's qualifications for bilingual pay.

#### Bilingual Pay

Job Classifications Occupying Salary Grades 30S – 39S:	\$159.02/month
Job Classifications Occupying Salary Grades 40S – 49S:	\$203.56/month
Job Classifications Occupying Salary Grades 50S – 53S:	\$224.69/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.

SECTION 7. Longevity Pay – An employee who has completed twenty (20) years of continuous service with the City of El Segundo shall be entitled to longevity pay as shown below.

Longevity Pay

Job Classifications Occupying Salary Grades 30S – 39S:	\$318.04/month
Job Classifications Occupying Salary Grades 40S – 49S:	\$407.11/month
Job Classifications Occupying Salary Grades 50S – 53S:	\$449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of longevity pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 8. Certification Pay – Employees occupying the job classifications of Wastewater Supervisor and Water Supervisor shall be entitled to certification pay as shown below for obtaining and maintaining a certification above the level required on the City Council approved class specification. Eligible certifications will be determined by the employee's Department Head.

Certification Pay

Job Classifications Occupying Salary Grades 30S – 39S:	\$318.04/month
Job Classifications Occupying Salary Grades 40S – 49S:	\$407.11/month
Job Classifications Occupying Salary Grades 50S – 53S:	\$449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade

**ARTICLE XII – UNIFORMS**

Employees occupying the following job classifications shall have uniforms and footwear provided and replaced by the City:

- Assistant Fire Marshal
- Crime Prevention Analyst I/II
- Emergency Management Coordinator
- Environmental Safety Manager
- Equipment Maintenance Supervisor
- Facilities Maintenance Supervisor
- Fire Marshal
- Park Maintenance Supervisor
- Police Records Supervisor
- Principal Environmental Specialist
- Senior Building Inspector
- Street Maintenance Supervisor
- Wastewater Supervisor

## Water Supervisor

Department Heads will determine appropriate uniform and footwear for employees occupying Departmental job classifications. Style and cost will be determined solely by the City, with the Association provided the opportunity for information input. The determination of the City shall not be subject to administrative or judicial appeal. Uniform cleaning services shall be provided by the City.

In addition, a Union member occupying the job classifications of Assistant Fire Marshal, Environmental Safety Manager, Principal Environmental Specialist, Fire Marshal, Crime Prevention Analyst I/II, Emergency Management Coordinator, Police Records Supervisor and Senior Building Inspector shall receive a uniform cleaning allowance of \$400 per year.

### **ARTICLE XIII - OVERTIME**

#### SECTION 1. Fair Labor Standards Act – Overtime Compensation

(a). Pursuant to the Fair Labor Standards Act, employees occupying the classifications and assignments described in Article I, Section I, are entitled to overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day workweek, commencing at noon on Friday and ending at noon on Friday.

#### SECTION 2. Definition of hours worked for overtime - Computation purposes

The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

1. Meal breaks;
2. Utilization of paid or non-paid leaves of absence (including but not limited to vacation leave, sick leave, holiday leave, leave without pay, compensatory time off;
3. All travel time to and from the work site when responding to a regularly scheduled shift;
4. All time in off-duty voluntary training assignments (homework, study time, meal time, sleep, etc.).
5. All off-duty travel;
6. All time for personal preparation and clean up;
7. Any other time not deemed hours worked by the FLSA.

#### SECTION 3. Overtime Authorization

No employee shall be eligible for receipt of overtime compensation unless the working of overtime hours has been specifically authorized in advance by the employee's supervisor.

SECTION 4. Affected employees shall be entitled to accumulate a maximum of eighty (80) hours of compensatory time off. Utilization of compensatory time off shall be subject to approval of the affected employee's department head.

SECTION 5. Affected employees ordered by a supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit. Said minimum of four (4) hours shall then be included within the work period described in Section 1 for computation of overtime purposes.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITION OF TERMS**

- A. Grievance - A grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a memorandum of understanding. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or a specific provision of a memorandum of understanding.
- B. Grievant - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.
- C. Day - A day is a calendar day.
- D. Immediate Supervisor - The first level supervisor of the grievant.

### **SECTION 2. TIME LIMITS**

- A. Compliance and Flexibility - With the written consent of both parties, the time limitation for any step may be extended or shortened.
- B. Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.
- C. Failure to Meet Timeliness - Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

### **SECTION 3. PROCEDURE**

Grievances will be processed following the procedures set forth below.

- A. Level I - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after

the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

1. Procedure for Filing a Grievance -

In filing a grievance, the employee should set forth the following information:

- a. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
- b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
- c. The date or dates on which the violation, misinterpretation or misapplication occurred.
- d. What documents, witnesses or other evidence supports the grievant's position.
- e. The remedy requested.

C. Level III - If the grievance is not resolved by the immediate supervisor the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. Level IV - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) working days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have a right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

SECTION 4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

- A. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests or changes in wages, hours or working conditions.
- B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.
- C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial or reinstatement, of denial of a step or merit increase.
- D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.

SECTION 5. CONFERENCES

Grievants and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

## SECTION 6. EMPLOYEE APPEALS FROM DISCIPLINARY ACTIONS

- A. Any permanent employee in the Classified Service who has been suspended, for a period of six (6) days or more, demoted, dismissed, or reduced in pay shall have a period of ten (10) days following written notification in which to file an appeal or answer the charges.
- B. The employee shall forthwith be given in said written notification a statement of the extent and nature of any disciplinary action and a full explanation of the reasons for the action including specific information as to time and place of incidents.
- C. Each disciplinary action shall automatically be given administrative review by the City Manager, immediately after the written notification, and the City Manager may countermand the disciplinary action or modify the discipline imposed prior to any hearing as hereinafter provided.
- D. Appeals and requests for hearings shall be filed with the City Manager, and then immediately referred to the Los Angeles County Civil Service Commission or City Council, as the case may be.
- E. The Commission shall have the right to refuse to hold a hearing in any case in which the appellant fails to present sufficient grounds to warrant a hearing.
- F. Procedures for all hearings to be conducted by the Count shall be in accordance with the Rules of the Los Angeles County Civil Service Commission.

## **ARTICLE XV - LAYOFF**

SECTION 1. Grounds for Layoff - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal. The City Manager shall recommend to the City Council each classification to be effected by any such change.

SECTION 2. Notice to Employees - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 3. At-Will Employees - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated as at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

SECTION 4. Procedures for Layoff - A permanent employee in a classification effected by a reduction in force shall be laid off based on seniority in City service; that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date.

SECTION 5. Breaking Ties - Provided that seniority, hiring date is equal retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- |    |                               |   |                      |
|----|-------------------------------|---|----------------------|
| 1. | "Unsatisfactory" rating       | - | 0 retention points.  |
| 2. | "Improvement needed" rating   | - | 6 retention points.  |
| 3. | "Satisfactory" rating         | - | 12 retention points. |
| 4. | "Exceeds expectations" rating | - | 18 retention points. |
| 5. | "Outstanding" rating          | - | 24 retention points. |

SECTION 6. Reduction to a Vacant Position - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee eligible to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than to the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

SECTION 7. Displacement Rights - An employee designated for layoff as a result of abolition of a position or classification may displace (bump) an employee in a lower classification, if the employee previously held permanent status in such classification. An employee who is bumped shall be laid off in the same manner as an employee whose position or classification is abolished.

SECTION 8. Salary Placement - An employee who is assigned to a lower classification as a result of a displacement (bump) shall receive the compensation reflected by the step of the salary range of the new classification closest to the compensation of the employee in the previous classification, and the employee will also be assigned a new salary anniversary date on the effective date of the appointment. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on a reemployment list or lists, as set forth in subsection 9.

SECTION 9. Reemployment List - The names of permanent employees who have been laid off under this section (including employees who bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment there from for a period for three years from the date their names were placed on the list. As a vacancy within a classification or a lower related classification becomes available, the name appearing at the top for the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the re-employment offer shall be permanently removed from the re-employment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 10. Rights upon Reemployment - If a person is reemployed by the City within three years, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be reinstated. Employees should be placed on the same salary step previously held upon

reemployment.

## **ARTICLE XVI - MISCELLANEOUS**

SECTION 1. Credit Union - Employees are eligible to join the regional Centinela South Bay Credit Union.

SECTION 2. Temporary Assignment to Higher Classification - Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on four/ten plan) or longer.

SECTION 3. Rest Periods - All bargaining unit employees shall be provided a fifteen (15) minute rest-break near the mid-point of every four hours of scheduled work. In order to ensure that such affected employees are prepared to reconvene performance of their duties precisely at the conclusion of the fifteen (15) minute rest-break, such employees are encouraged to take their break within the building where they are regularly assigned or on the grounds immediately adjacent to the work assignment.

As regards lunch breaks, all affected employees are scheduled for either a thirty (30) or sixty (60) minute lunch break depending upon the work assignment. Said scheduling shall be in accord with pre-existing City practices and procedures.

Failure by an employee to utilize a rest or lunch break shall not result in any accumulation or other "banking" of said unused time, nor shall failure to utilize said rest or lunch break time result in conclusion of the employees regularly scheduled work shift at a time earlier than scheduled nor shall any unused break time be utilized to extend a lunch break. However, in any instance where management mandates that a rest or lunch break not be taken because of the need to provide services to the City, then said additional work time shall be compensated in accord with this MOU, City Rules and Regulations and applicable statutory requirements. Additionally, in said circumstances, management does have the discretion to allow for early termination of an employee's regularly scheduled work hours in amounts of time equivalent to the missed breaks.

### SECTION 4. Request for Reclassification Review

A. Basis for request - A bargaining unit employee or Union may make a request for reclassification once every two years, if an employee's job duties and responsibilities have become significantly different over the two-year period.

B. Processing of request - The request for reclassification review must be submitted by the employee or the Union to the employee's immediate supervisor. The employee's supervisor shall submit a written recommendation to the employee's Department Head concerning the merits of the reclassification review request. If the Department Head determines that the employee's job duties and responsibilities have significantly changed, the Director of Human Resources will initiate the reclassification review process.

Human Resources Department staff will have the responsibility to conduct the reclassification review process. However, if the Union and the City mutually agree, a consultant may be utilized at any step of the reclassification review process. The cost of the agreed upon Consultant will be paid

by the City.

C. Components of reclassification review -

1. The employee requesting the reclassification review will provide information summarizing the scope and complexity of the duties and responsibilities of the position.
2. The employee requesting the reclassification review will be interviewed and observed at work to assess the validity of the information provided by the employee and to develop a full understanding of the job duties and responsibilities.
3. A salary survey will be performed comparing the employee's position with similar positions in the Cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Los Angeles, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and the County of Los Angeles. For purposes of the salary survey, the mid-point of the City's current pay schedule will be compared to the midpoints of the surveyed public entities for positions with similar education and/or experience requirements. Variances of +/- 5% will be considered comparable to the prevailing rate.

D. Action by the Director of Human Resources - The completed reclassification survey and a draft job description shall be reviewed by the employee's supervisor and the Director of Human Resources. The Director shall then meet and confer with the Union on the results of the reclassification review. The Director shall then make his or her recommendation to the City Manager. The Director shall recommend to the City Manager the approval of any reclassification request that reflects a substantial change in the duties and responsibilities of the position.

E. Action by the City Council - All reclassifications must be approved by the City Council.

F. Effective date of reclassification - Any approved reclassification shall become effective the pay period following approval.

G. Challenge to decision on reclassification request - The Union may challenge the denial of the reclassification request by the Director of Human Resources, the City Manager or the City Council. Any challenge to the denial of the reclassification request will be governed by this section and not by Article XVI, Grievance Procedure. If a challenge is made, a new classification review will be completed by a neutral entity selected by mutual agreement of the Union and the City. The parties agree to accept the conclusions reached by the neutral entity. The cost of the consultant's services will be shared equally by the Union and the City.

SECTION 5. Seniority - For the purpose of this Memorandum of Understanding, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service. Total, continuous employment is that which is uninterrupted by separation and includes 1) actual time worked, 2) authorized leave of absence, both paid and unpaid, 3) family leave, 4) military leave and 5) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of 90 continuous days.

SECTION 6. Standby Duty - Standby Duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During Standby Duty, employees are not required to remain at their City work station or any other specified location. Standby Duty employees are free to engage in personal business or activities. However, standby duty requires that employees:

1. Be ready to respond immediately.
2. Be reachable by paging device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an assigned Standby Duty employee.
3. Be able to report to work within one (1) hour of notification.
4. Refrain from activities which might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
5. Respond to any call back during the assigned standby period. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during the standby assignment. The employee is liable for loss or damage to the paging device which is caused by the employee's negligence or intentional acts.

Failure of an employee to comply with the provisions of standby duty may subject the employee to discipline, up to and including termination of employment with the City.

For each period of standby duty, employees shall be provided the choice of two (2) hours of compensatory time off or two (2) hours of paid time. A period of standby duty shall be defined as one (1) day, commencing at 0001 and ending at 2400.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after September 9, 2000, shall not be provided any form of compensation for the standby period, unless the employee's department head approves, in writing, the provision of the normal standby period compensation.

**SECTION 7. Jury Duty** - Employees shall be entitled to a leave of absence for jury duty subject to compliance with all of the following conditions:

- A. The employee must provide written notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the beginning of the jury duty.
- B. During the first two weeks of jury duty, an employee shall be entitled to receive his or her regular compensation.
- C. For any portion of jury duty that extends beyond the first two weeks, such extended jury duty period shall be without regular pay.
- D. Any compensation for the first two weeks of jury duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- E. While on jury duty, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours. Employees relieved of jury duty for three or more consecutive hours may use accrued leave to take the rest of the day off, provided they have secured prior supervisory approval.
- F. The employee must provide documentation of his or her daily attendance on jury duty.

- G. However, notwithstanding Section C above, employees may access accrued vacation leave, sick leave and compensatory time, if jury duty extends beyond two weeks.

SECTION 8. Classification Study – The parties agree to Meet and Confer regarding the results of a Classification and Salary Study for all represented job classifications, conducted by a City-selected consulting firm. The study will commence in January 2012, and any changes in job classification and salary range placement will be implemented effective the start of the second pay period in the month of September, 2012.

**ARTICLE XVII - DRUG-FREE WORKPLACE- STATEMENT  
AND SUBSTANCE ABUSE POLICY,  
SMOKING POLICY AND BREAK POLICY**

The parties have met and conferred in good faith regarding the adoption of a revised drug-free workplace statement and substance abuse policy dated July 1, 2008, as well as a non-smoking policy and break policy and the same shall be implemented concurrent with adoption of this MOU.

**ARTICLE XVIII- PERSONNEL FILE**

SECTION 1. The official personnel file of each employee shall be maintained in the Human Resources Department. A unit member and/or a Union representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 2. Employees shall be provided any copies of derogatory material placed in their official file. Employees will be requested to acknowledge they received any derogatory material prior to it being placed in their personnel file.

SECTION 3. All customer or citizen letters of a positive nature and/or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file.

**ARTICLE XIX - AGENCY SHOP AGREEMENT**

Legislative Authority – The City of El Segundo (City) and California Teamsters Local 911 (Union) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held January 2004, a majority of the full time, regular employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay union dues; or
2. Pay an agency fee for representation; or
3. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

### Union Dues/Agency Fee Collection

Effective January 2004, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

The Union shall set the dues amount pursuant to the International Brotherhood of Teamsters (IBT) constitution and notify in advance all affected employees and the City if the amount will change.

### New Hire Notification

Effective January 2004, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

### Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee's name, classification and date of hire.

### Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, to a non-labor, non-religious charitable organization.

### Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and

dues paying status with each union dues check remitted to the Union.

### Rescission of Agreement

The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

### Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

## **ARTICLE XX - ZIPPER CLAUSE**

This Memorandum of Understanding constitutes the sole agreement between the parties. The parties acknowledge that during the meet and confer sessions which preceded and resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the sphere of meet and confer and that this Memorandum of Understanding was arrived at by the parties after the exercise of those rights and opportunities.

## **ARTICLE XXI - CATASTROPHIC LEAVE BANK**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that effective July 1, 1997, or as soon thereafter as is possible, the City shall establish a Catastrophic Leave Bank for represented employees as follows:

1. PURPOSE

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

2. DEFINITION

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

3. PROCEDURES

A. There is established a joint-employer/employee committee composed of an

individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

- B. Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.
- C. Sick leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.
- D. Employees must hold a minimum of one hundred and twenty (120) hours of accumulated illness/injury leave after a donation has been made.
- E. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

For the Union:

Chester Mordasini  
Chester Mordasini,  
Business Representative

Gregorio Daniel  
Gregorio Daniel,  
Business Representative

James Carver  
James Carver, Chief Steward

Gil Busick  
Gil Busick, Wastewater Supervisor

Gary Gauibi  
Gary Gauibi, Sr. Administrative Analyst

Stella Georgious  
Stella Georgious, Senior Accountant

Emma Johnson  
Emma Johnson, Police Records Supervisor

7-14-09  
Date

For the City of El Segundo:

Jack Wayt  
Jack Wayt, City Manager

Bob Hyland  
Bob Hyland, Director of Human Resources

Deborah Cullen  
Deborah Cullen, Director of Finance

Angelina Garcia  
Angelina Garcia, Fiscal Services Manager

Martha A. Dijkstra  
Martha A. Dijkstra, Human Resources Manager

7/15/09  
Date