



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF COMMERCE**

**AND**

**THE CITY OF COMMERCE EMPLOYEES ASSOCIATION  
PART-TIME EMPLOYEES**

**2015 – 2018**

**MEMORANDUM OF UNDERSTANDING  
PART-TIME EMPLOYEES  
FISCAL YEAR JULY 1, 2015 — JUNE 30, 2018**

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## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

This Memorandum of Understanding is entered into with reference to the following facts:

- A. Representatives of Management for the City of Commerce (hereafter "City") and representatives of the City of Commerce Employees Association (hereafter "Association") have met on a number of occasions and have conferred in good faith, exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Association.
- B. The City representatives and Association representatives have reached an understanding as to certain recommendations to be made to the City Council for the City of Commerce and have agreed that the parties hereto will jointly urge the City Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

NOW THEREFORE, the City and Association agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Commerce that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the classifications represented by the Association.

### **ARTICLE I** **TERM**

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2015, and shall remain in full force and effect up to and including midnight, the 30<sup>th</sup> day of June 2018.
- (b) This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.
- (c) The City and the Association agree that the Association's bargaining proposals for the next Memorandum of Understanding will be due to the City by January 1, 2018. The City and the Association shall review the bargaining proposals, and meet and confer on any proposed changes to this Memorandum of Understanding within two weeks of the City's receipt of the Association's bargaining proposals.

### **ARTICLE II** **UNION SECURITY**

#### **SECTION 1.       Recognition.**

- (a) In accordance with the Meyers-Milias-Brown Act [Government Code Section 3500, et seq.] and the City of Commerce Employer-Employee Resolution, the City

recognizes the City of Commerce Employees Association as the exclusive representatives of all employees in the regular part-time employees unit.

- (b) The Association recognizes the City Administrator as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding, subject to the City Council approval.

**ARTICLE III**  
**CITY RIGHTS**

**SECTION 1. Exclusive Rights and Authority.**

In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

- (a) Determine issues of public policy;
- (b) Determine the mission of its constituents, departments, commission and boards;
- (c) Determine and change the facilities, method, technology, means, and organized structure pursuant to which the City operations are to be conducted;
- (d) Set standards and levels of service, and to expand or diminish services;
- (e) Determine and change the number of locations, re-locations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract for or subcontract for any reason any work or operations of the City, subject to Article XII, Section 2, of this Memorandum of Understanding;
- (f) Determine size and composition of the work force, and allocated and assign work to employees in accordance with requirements as determined by the City;
- (g) Determine the content and intent of job classifications, develop new job classifications, and determine appropriate levels of compensation;
- (h) Appoint, transfer, promote, demote and lay-off employees for lack of work or other appropriate reasons;
- (i) Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws;

- (j) Determine policies, procedures and standards for selection, training and promotion of employees;
- (k) Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignment(s) upon reasonable notice;
- (l) Direct its employees;
- (m) Establish and enforce employee dress and grooming standards, and to determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- (n) Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- (o) Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- (p) Maintain the efficiency of governmental operations;
- (q) Exercise complete control and discretion over the organization and the technology of performing City work and services;
- (r) Determine any and all necessary actions to carry out its missions in emergencies.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, to administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum of Understanding.

**SECTION 2.           Grievance on Impacts.**

The exclusive decision-making authority of the City Council on matters involving City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure set forth in this Memorandum of Understanding. The employee may only grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

**ARTICLE IV  
COMPENSATION**

**SECTION 1.           Class A/B License**

For employees whose position requires possession of a valid Class “A” or “B” driver’s license:

1. The City shall provide access to the City's medical facility and pay for the required physical examinations necessary to secure appropriate licenses.
2. Employees shall be compensated for their actual time at the City's medical facility for physical examination necessary for renewal when scheduled by their department. The Department will schedule the medical exam sixty (60) days prior to expiration of the employee's license.
3. The City shall reimburse all employees up to \$39.00 for the cost to obtain and/or renew their Class A or B License.
4. The City will provide a \$50 monthly stipend for up to two employees, in the month they are required to move the Showmobile. If there are not two employees who are willing to perform this duty, the City shall contract for this service.

**SECTION 2.        Median Pay**

A 5% premium pay shall be given to Park Maintenance employees when assigned to perform median maintenance work based on actual hours worked. A 5.0% premium pay shall be paid to a Park Maintenance employee when assigned to median maintenance assignments.

**SECTION 3.        Merit Increase**

Upon initial appointment to any position in a job classification, part-time employees shall be placed at the minimum or first step of a salary range for that job classification. A department head may, as authorized by the City Administrator, appoint at a higher step in the salary range when in accordance with the Personnel Policies and Procedures, Salary Plan.

**Merit Increase:**

Part-time employees shall be advanced within their respective compensation ranges in accordance with the following schedule and pursuant to the City of Commerce Personnel Policies and Procedures and any exceptions therein:

Step 2 - At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 1.

Step 3 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 2.

Step 4 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 3.

Step 5 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 4.

Progression to succeeding steps does not convey or imply any additional employment or other rights beyond a wage increase.

**Special Merit Increases:**

When an employee demonstrates exceptional ability and proficiency beyond the call of duty, such employee may, upon recommendation of his or her Department Director, concurrence of the Director of Human Resources, and approval of the City Administrator, be awarded one step higher within the salary range for his/her job class upon completion of one year length of service in the position.

Please refer to the City of Commerce Personnel Policies and Procedures, Salary Plan Administration for further guidelines and policy.

**SECTION 4.           On-Call Pay**

Part-time employees who are assigned to "stand-by" duty shall be compensated in accordance with the policy established in the Personnel Policies & Procedures Manual, Chapter V ("Overtime"), Section 2, Paragraph d. "Stand-by Pay."

**SECTION 5.           Overtime**

Employees will be paid overtime at time and a half for all productive time worked over forty (40) hours worked in a single workweek. For full-time employees, holidays (including flex holidays and birthdays) not actually worked, will count as time worked for the purpose of computing overtime. All other paid leave does not count as time worked for the purpose of computing overtime for full-time employees.

Except for Camp Commerce employees, double time is paid for hours worked over twelve productive hours (including paid breaks) in a single day or for hours worked on the seventh consecutive day of work in the seven day workweek.

**SECTION 6.           Wage Increases**

Effective July 1, 2015, all employees represented by the Association shall receive a salary increase of 2.5 %.

Effective July 1, 2016, all employees represented by the Association shall receive a salary increase of 2.5 %.

Effective July 1, 2017, all employees represented by the Association shall receive a salary increase of 2%.

**SECTION 7.           Premium Pay**

City Policy II-3, Salary Plan Administration, shall be amended to limit Premium Pay to 24 months (Policy Attached).

**SECTION 8.           Urban Search and Rescue (USAR) Stipend**

Effective upon adoption of the MOU, the monthly USAR stipend will be increased to \$75 per member.

**ARTICLE V  
UNIFORM ALLOWANCE**

**SECTION 1.           Uniforms**

Should the City require employees to wear a specific uniform, the City shall be financially responsible to cover the cost of such uniforms. Uniform replacement shall be governed by specific departmental policies and practices.

**SECTION 2.           Safety Footwear**

Effective the first pay period after Council adoption of the MOU, the City shall provide reimbursement not to exceed \$165 per fiscal year for employees required by City safety regulations to wear safety footwear to work in each year the employee, in fact, purchased such footwear and utilizes them at work.

Effective July 1, 2017, the reimbursement amount will increase to \$175. Please refer to City of Commerce Personnel Policies and Procedures, Work Uniforms for Employees, for specific terms and policy.

**ARTICLE VI  
PARK MAINTENANCE WORKER TRAINEE**

Under general supervision, Park Maintenance Worker Trainees participate in a formal training program and are expected to successfully complete the training program within six (6) months. Park Maintenance Worker Trainees shall promote to part-time Park Maintenance Worker after successfully acquiring the minimum experience, education and abilities to perform at the Park Maintenance Worker level, with the City of Commerce and after receiving a satisfactory performance evaluation. Please refer to the Park Maintenance Worker Trainee job description for further guidelines.

**ARTICLE VII**  
**BENEFITS**

The City's current Personnel Policies and Procedures shall govern the extent to which benefits are provided and maintained. The City agrees to meet- and-confer with the Association prior to any final decision by the City to reduce any current benefits during the term of this Memorandum of Understanding.

As a product of the year 2015 meet-and-confer process, the City and the Association have agreed to the following benefit programs:

**SECTION 1.      Medical Benefit Plan**

The City, in an effort to comply with the Affordable Care Act (ACA), will provide eligible part-time employees with a minimum of two health plans from which to choose. The City shall pay fifty percent (50%) of the premium of the lowest cost plan offered to eligible employees covered by the ACA.

The City and Association agree that eligible employees are not entitled to any other medical benefit provided by City Personnel Policy V-5.

**SECTION 2.      Bereavement Leave**

Pursuant to the City's Bereavement Leave Policy, when a part-time employee's immediate family member dies or is critically ill and death appears imminent, the employee shall be entitled up to forty (40) hours paid leave per occurrence. "Immediate family member" shall be defined as: mother, father, spouse, registered domestic partner, child, step-child, brother, sister, grandchild, grandparents, mother-in-law, mother-in-law, stepmother, stepfather, sister-in-law, brother-in-law, daughter in-law, son-in-law, spouse's grandparents and great grandparents, as well as the equivalent relatives of a registered domestic partner.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday, as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15-days of the employee learning of the death or the date of foreseen imminent death and shall not be unreasonably denied.

The maximum number of hours to be paid during the maximum seven (7) work days of bereavement leave is calculated based on the average number of all hours actually paid per week, utilizing the employee's record of hours paid for each position maintained by the employee during the ten (10) weeks immediately preceding the bereavement leave.

**SECTION 3. Birthday Holiday**

Part-time employees who actually work on New Year's Day, Easter, Thanksgiving Day, Christmas Day, and/or his/her birthday, shall be paid double time for hours actually worked in lieu of receiving holiday pay. If the employee's birthday falls on their regularly scheduled work day and the Department Director or supervisor does not schedule them to work on that day so that the City does not have to pay double time, the employee shall be rescheduled for either the preceding or succeeding payroll period, so that they are able to make up the missed workday.

**SECTION 4. Deferred Compensation:**

The City shall match employee deferred compensation contributions, *in an amount not to exceed 3% of the employee gross salary contribution per pay period*. For example, if an employee contributes 1% of his or her gross salary to the plan, the City shall contribute an amount equal to 1% of gross salary.

**SECTION 5. Educational Assistance:**

The City agrees to maintain the part-time employees' tuition reimbursement program and to budget the program at an amount not to exceed \$72,500 during the term of this Memorandum of Understanding. The tuition reimbursement pool shall be distributed to employees as follows: 100% reimbursement for actual tuition costs; and 50% of course required books and/or supplies.

To qualify for educational reimbursement benefits, the employee must be employed on a part-time basis (not temporary), must have received a standing satisfactory performance evaluation, must be employed at least 18 months and have worked an average of ten (10) hours weekly over the preceding twelve month period upon conclusion of the class for reimbursement eligibility. Employees must have received written approval from the Director of Human Resources and his or her Department Director prior to registering for the course. Further, the City agrees to increase the tuition reimbursement time limit from six (6) consecutive years to seven (7) consecutive years.

Please refer to City of Commerce Personnel Policies and Procedures IV-3, for further guidelines and policy.

**SECTION 6. Sick Leave**

Part-time employees shall accrue one (1) hours of paid sick leave for every 21 hours worked. Please refer to the City of Commerce Personnel Policies and Procedures, Sick Leave Policy, for specific terms of the policy (revised version attached).

**SECTION 7. Vacation Leave**

Part-time employees shall accrue eight (8) hours of leave for every 173 hours worked. The

City's four-hundred eighty hour (480) maximum accumulation policy will be enforced by scheduling vacations to eliminate excess accumulation. Please refer to City of Commerce Personnel Policies and Procedures, Vacation Policy, for specific terms and policy.

**ARTICLE VIII**  
**DISCIPLINE PROCEDURES**

The disciplinary procedures set forth in the City's Personnel Policies and Procedures shall govern during the term of this Memorandum of Understanding.

**ARTICLE VIX**  
**GRIEVANCE PROCEDURES**

The following grievance procedure applies only to part-time employees who have successfully completed their training period as defined in the personnel policies and process.

The grievance procedure is used to ensure that employees have the opportunity to address work-related concerns.

Definition of "grievance": A "grievance" shall be defined as a timely complaint by an employee or group of employees, concerning the City's personnel practices, working conditions, employee policies or Memorandum of Understanding.

- (a) Time Limits for Filing Written Formal Grievances: the time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by an authorized representative of the City and the grievant. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance.
- (b) The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

**STEPS OF THE GRIEVANCE PROCEDURE**

- |    |          |   |                                |
|----|----------|---|--------------------------------|
| 1. | Informal | - | Immediate Supervisor           |
| 2. | Formal   | - | Department Head                |
| 3. | Formal   | - | City Administrator or Designee |
- 
- 1. Informal – Immediate Supervisor: The employee must first attempt to resolve a grievance verbally with his/her immediate supervisor as soon as possible. Every effort shall be made to find an acceptable solution to the grievance informally at this level.
  - 2. Formal – Department Head: If the grievance is not resolved using the informal

process, a written grievance shall be filed within twenty (20) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the acts giving rise to the grievance. The grievant shall discuss the grievance with the department head. The department head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within twenty (20) business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step and file his/her appeal directly at the formal grievance step within twenty (20) business days of the effective date of the disciplinary action, or his/her right to appeal shall be waived.

3. Formal – City Administrator: If the grievance is not resolved at "Step 2" or if no answer has been received from the department head within twenty (20) business days, the written grievance shall progress to the City Administrator for final determination.

The grievant shall have twenty (20) business days from the date when the department head's written response is received, or when the response was due, to file a written appeal directly to the City Administrator, or forfeit his/her right of appeal, in which case, the grievance will be considered final based on the department head's response.

The City Administrator shall schedule an oral hearing and shall render a written decision, based on the merits of the grievance and return it to the grievant, within twenty (20) business days after the hearing. The City Administrator's decision shall be final on all matters. If the City Administrator does not render a decision within twenty (20) business days, or does not request and receive a mutually agreed upon extension of time, the grievance shall be resolved in favor of the grieving party.

## **ARTICLE X**

### **LAYOFFS**

The City Council shall approve any proposed layoff/ bumping procedures before they are incorporated in the City's Personnel Policies and Procedure manual and become enforceable. Until such time that the City Council approves any proposed layoff/ bumping procedures, the City's Personnel Policies shall govern.

A full-time employee may "bump" a part-time employee with lesser seniority, in the same or a lesser paid job classification within the same occupational family as currently held by the full-time employee or a classification in which he/she has previously served. Seniority between a full-time and part-time employee shall be based upon the total hours worked in the classification.

Part time employees are eligible for transfer consideration to a full time position within the

same classification so long as the employee meets the minimum qualifications for the full time position.

**ARTICLE XI**  
**JOINT LABOR MANAGEMENT COMMITTEE**

The City and the Association will maintain a Joint Labor Management Committee (the "Committee") comprised of seven (7) members. The City's teams shall have three (3) representatives on the Committee from the Human Resources Department and various other departments. The Association shall provide four (4) members to sit on the Committee, which shall consist of two (2) full-time employees and two (2) part-time employees. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This Committee shall meet bi-monthly, unless otherwise mutually agreed.

The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.

The JLM shall not be a means for participating in the meet-and-confer process as provided for by *Government Code* Sections 3500, *et. seq.* The JLM's meetings shall not be "meet and confer" sessions as that term is used in *Government Code* Sections 3500 *et. seq.*

JLM consideration of proposed changes of terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

**ARTICLE XII**  
**EXCURSION & SPECIAL ASSIGNMENTS**

City Departments will post advance notice of any excursions or special assignments. Any part-time employee in that department may file with the department head a statement of interest in the excursion or special assignment. The department head or his/her designee shall take into consideration the employee's statement of interest as one factor in selecting part-time employees for excursions and special assignments. The decision by the department head or his/her designee shall be final.

**ARTICLE XIII**  
**SENIORITY**

Apart from the specific areas within the Parks & Recreation Department set forth below, Department heads shall have the discretion to use seniority as the primary factor when making assignments of work schedules, job assignments, excursions, promotions, and vacation. Seniority shall be defined as total number of hours worked in the position. The City agrees to a carve out seniority cascading provision exclusively for Parks and Recreation part time positions defined as follows: cascading seniority determined by calculating the hours worked

in the position plus equal or lower positions in the same job series. The updated seniority list shall be distributed ninety (90) days after the end of each fiscal year. The bid period will be established by each Department/Division. The schedules and bid periods will be transmitted to the Association at least three (3) business days prior to the bid meeting. Schedules must allow reasonable amount of time to complete assigned workload.

Seniority shall only be considered as the primary factor, where job performance is equal, in assignments of work schedules, job assignments, excursions, promotions, and vacation in the following divisions in the Parks & Recreation Department: Park Maintenance, Facility Maintenance (formerly Public Services), Parks & Recreation Administration, Teen Center and Senior Center as it relates to park coverage hours, Snack Bar, Community Centers as it relates to park coverage hours, Camp Commerce and Aqua (except for coaching assignments and special event assignments).

The parties agree to meet and confer regarding the implementation of guidelines and procedures for the use of seniority in the Parks & Recreation Department within six (6) months of adoption of this MOU.

**ARTICLE XIV**  
**FACILITY CLOSURES**

In the event of an emergency facility closure, the City will attempt to reassign scheduled part-time employees to other facilities that are not affected by the emergency closure, wherever practical. Additionally, scheduled part-time employees who report to work but are sent home without working, will be paid 2 hours of straight time as "show-up" pay. Each department that has part-time employees that have lost scheduled work hours due to emergency facilities closure will attempt to schedule the employees for make-up time.

**ARTICLE XV**  
**OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION**

**SECTION 1.**        Meet and Confer in Good Faith.

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefit and other terms and conditions of employment in accordance with the *Meyers-Milias-Brown Act*. City will provide written notification regarding changes to wages, hours and other terms and conditions of employment.

**SECTION 2.**        Job Security.

The City and the Association share a common interest in maintaining the stability and the security of the City's workforce. As such, the City shall initiate a meet-and-confer process with the Association no less than ninety (90) days prior to any decision to contract for the work

of any employee represented by the Association. The City will discuss with the Association the economic issues related to such contracting during the meet-and-confer process. In the event that the City subsequently decides to enter into a contract, the City will work with the Association in an attempt to mitigate the effects that such contracting might have on any employee represented by the Association. The City will make its best efforts to find alternative City employment for those employees affected. Management will attempt to find alternative City employment as close as possible to the employee's current salary level, provided that the employee meets the minimum qualifications for such alternative employment.

**SECTION 3.**        Agency Shop Notice

1.        The City shall provide all newly hired employees with an authorization notice advising them that agency shop for the Association has been implemented pursuant to a vote of the bargaining unit's members in accordance with state law, that agency shop is covered by an agreement between the City and the Association, and that all employees subject to the agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement.
2.        Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association. Employees shall have ten (10) calendar days from the date they receive the form to fully execute it and return it to the City's Human Resources Department.
3.        If the form is not completed properly or returned within ten (10) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee.
4.        Dues withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account or as otherwise directed by the Association President.
5.        The effective date of Association dues, service fees, or charitable contributions shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the employee.
6.        No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, satisfy his or her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under section 501, subdivision (c)(3) of the Internal Revenue Code, which is chosen by the Association. The Association has selected the following three qualified charitable funds that the exempt employee may choose: American Cancer Society, American Red Cross, St. Jude Children's Research

Fund Hospital. This list may change from time to time, but only upon written notice and agreement by both parties.

7. The City shall provide the Association with a monthly list of new hires, including name, date of hire, job classification, pay rate, work location and home address and phone number.
8. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and upon request to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or *Government Code* Section 3546.5 shall satisfy this requirement
9. This agency shop arrangement shall be null and void if rescinded by a vote of employees pursuant to *Government Code* Section 3502.5, subdivision (d).
10. The Association shall defend, indemnify and hold harmless, the City of Commerce from any demand, claim, other action and for any liability or cost arising out of any such demand, claim or other action that arises out of this agreement.

**SECTION 4. Union Access.**

City equipment may be used to conduct Association business, provided it is authorized by the City Administrator or his or her designee. If the City Administrator does not respond to a request for the use of City equipment to conduct Association business within one business day, the Human Resources Director shall be authorized to respond to the request. City equipment shall include, but not be limited to telephones, photocopiers, all forms of electronic communication, and facilities. The following are examples of situations where the City Administrator may reasonably authorize use of City equipment: (1) to schedule Association meetings, (2) to transmit meet-and-confer proposals, (3) to conduct Association meetings noticed pursuant to Association by-laws for the consideration of MOU approval/ratification votes.

**SECTION 5. Association Representatives**

The Association may designate representatives to represent employees in processing grievances and at Skelly hearings. The following conditions shall apply.

The Association may designate Representatives who must be members of the Association, and shall provide all City departments with a written list of employees who have been so designated. City management will accept on a quarterly basis any changes to the list. A Representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure.

A Representative may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if he/she is the representative of record, or is another City employee, not a representative of record, who is requested to accompany the employee to an interview which the employee reasonably believes, may result in punitive action or to a meeting where documents shall be served.

If a Representative must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. In those instances where an employee is working away from City Hall and is requested to provide representation, that employee shall first obtain verbal authorization from a supervisor to do so. As soon as is reasonably practicable, but not later than the end of the employee's following workday, the release shall be documented on a City provided form. Permission for such leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievant's Representative will be informed when time can be made available. To the extent reasonable and compatible with the City operational needs, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Representative shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Representative will report to the employee's supervisor, who will make arrangements for the meeting requested.

The City will make reasonable time available to Representatives to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Representative, shall not be counted as work time for any purpose.

**SECTION 6.**            Voluntary Political Contributions (COPE & PEOPLE Checkoff).

Employees may make a voluntary contribution to the Union's political action funds. Such contributions must be authorized by the employee and may be revoked at any time. If an employee submits a form authorizing a deduction from his or her paycheck for the AFSCME PEOPLE Program, the City shall effectuate such payroll deduction beginning the next pay period. Deductions withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account, unless otherwise directed by the Association President.

**SECTION 7.**            Unit Membership List.

The City's management will provide the Association within thirty (30) calendar days from the

effective date of this MOU and each thirty (30) calendar days thereafter, with an alphabetical list of employees, their employee numbers, class titles, and work location by department, office or bureau, as well as division, if such information is readily available. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter. The City shall deliver this information electronically.

**SECTION 8.**           Non-Discrimination.

The parties shall treat all employees in employment matters without regard to race, color, religion, sex, sexual preference, age, national origin, disability, and political or union activity.

**SECTION 9.**           City's Personnel Policies and Procedures and Standard Operating Procedures.

The City's Personnel Policies and Procedures and Standard Operating Procedures shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

**SECTION 10.**         Acting Appointments Policy (I-4)

City Policy I-4, Acting Appointments, shall be amended to establish a 12-month time limit for the position (unless the incumbent is on workers' compensation or other approved leaves, in which case the time limit would not apply)(Policy Attached).

**SECTION 11.**         Performance Evaluation Policy (IV-1)

City Policy IV-1, Performance Evaluation, shall be amended to align performance evaluations with step increases (if the employee has not yet attained the top step in the salary range) and require them to be completed within sixty (60) days of the due date, or the step increase will be issued without the evaluation, retroactively to the due date (Policy Attached).

**SECTION 12.**         Absenteeism Policy (III-8)

City Policy III-8, Absenteeism, shall be amended to add a written reprimand as the first occurrence penalty. All other penalties in the Policy shall remain the same. City agrees to further discuss the discipline levels at the Joint Labor/Management Committee (Policy Attached).

**SECTION 13.**         Travel Team Coaches

Travel Team Coaches shall be included in the next classification series discussion at the JLM.

**SECTION 14.**         Schedule Changes

Employees will be given a minimum of 48 hours notice of schedule changes, unless due to emergency related to public safety, health or welfare. This section shall not apply to those circumstances requiring employee coverage due to unplanned absences.

**ARTICLE XVI**  
**MODIFICATION**

**SECTION 1.**            Maintenance of Existing Conditions.

Any employment policies, practices and/or benefits, including the alternative workweek schedule and overtime compensation which were in effect as of October 31, 2000, shall be deemed incorporated into this Memorandum of Understanding, unless otherwise stated herein. Nothing herein shall create a property interest in employment to any part-time non-civil service employee, and does not alter the part-time non-civil service status of the at-will employees. In the event of a conflict between this Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

**SECTION 2.**            Modification and Waiver.

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City's Municipal Code, and/or the City's Personnel Policies and Procedures Manual during the term of the MOU, subject to the requirements of the Meyers-Milias-Brown Act.

**SECTION 3.**            Severability.

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions shall remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

"ASSOCIATION"

8/4/15  
Date  
[Signature]  
Kevin Larsen  
President, CCEA

08.26/15  
Date

"CITY"

[Signature]  
Jorge Rifa  
City Administrator

8/13/15  
Date  
[Signature]  
Terry Ann Westmore  
CCEA Member

8-4-15  
Date

[Signature]  
Michael A. Casalou  
Director of Human Resources

8/4/15  
Date  
[Signature]  
Anthony Miranda  
CCEA Member

8/4/15  
Date

[Signature]  
Beatriz Sarmiento, Director  
of Library Services

8/4/15  
Date  
[Signature]  
Mario Moran  
CCEA Member

8/4/15  
Date

[Signature]  
Avic Nazario, Senior  
Human Resources Analyst

8-13-15  
Date  
[Signature]  
Raul Gonzales  
CCEA Member

8/4/15  
Date

[Signature]  
Ruby Romo  
Human Resources Analyst

8-4-15  
Date  
[Signature]  
Ralph Vivero  
CCEA Member

8/4/15  
Date

[Signature]  
Marlo Revilla  
Human Resources Analyst

8-19-15  
Date  
[Signature]  
Pete Schnauffer  
CCEA Member

8/26/15  
Date

[Signature]  
Irma Rodriguez Moisa,  
Chief Negotiator, Attorney

City of Commerce

**Table 1 - Schematic of Occupational Job Classes - P-T Employees Effective July 1, 2015**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$43.72	\$45.93	\$48.24	\$50.69	\$53.25
1535	Special Education Reading Coordinator	26	\$32.85	\$34.51	\$36.27	\$38.13	\$40.02
1540	Special Education Reading Tutor	25	\$31.29	\$32.85	\$34.51	\$36.27	\$38.13
1515	Librarian	24	\$29.78	\$31.29	\$32.85	\$34.51	\$36.27
1120	Media Specialist	23.5	\$29.07	\$30.52	\$32.09	\$33.68	\$35.40
5613	Teen Center Supervisor	23.5	\$29.07	\$30.52	\$32.09	\$33.68	\$35.40
3310	Code Enforcement Officer II	23	\$28.34	\$29.78	\$31.29	\$32.85	\$34.51
4115	Community Safety Specialist	23	\$28.34	\$29.78	\$31.29	\$32.85	\$34.51
5645	Boxing Instructor	22.5	\$27.63	\$29.07	\$30.52	\$32.09	\$33.68
4210	Emergency Preparedness Assistant Officer	21.5	\$26.31	\$27.63	\$29.07	\$30.52	\$32.09
3115	CDBG Specialist	21	\$25.67	\$26.97	\$28.34	\$29.78	\$31.29
3610	Facility Maintenance Specialist	20	\$24.44	\$25.67	\$26.97	\$28.34	\$29.78
5677	Teen Center Assistant Supervisor	19.5	\$23.84	\$25.05	\$26.31	\$27.63	\$29.07
4116	Community Services Officer	19	\$23.26	\$24.44	\$25.67	\$26.97	\$28.34
3510	Permit Technician	19	\$23.26	\$24.44	\$25.67	\$26.97	\$28.34
4120	Animal Control Officer	18.5	\$22.68	\$23.84	\$25.05	\$26.31	\$27.63
1325	Bus Operator II P/T	18.5	\$22.68	\$23.84	\$25.05	\$26.31	\$27.63
3315	Code Enforcement Officer I	18.5	\$22.68	\$23.84	\$25.05	\$26.31	\$27.63
4310	Employment Services Representative, Senior	18.5	\$22.68	\$23.84	\$25.05	\$26.31	\$27.63
5225	Supervising Lifeguard	17.5	\$21.59	\$22.68	\$23.84	\$25.05	\$26.31
1545	Library Assistant, Senior Part-Time	17	\$21.08	\$22.13	\$23.26	\$24.44	\$25.67
1415	Office Specialist - P/T	17	\$21.08	\$22.13	\$23.26	\$24.44	\$25.67
5715	Park Maintenance Worker - Part-Time	17	\$21.08	\$22.13	\$23.26	\$24.44	\$25.67
3615	Facility Maintenance Worker Part-Time	16.5	\$20.57	\$21.59	\$22.68	\$23.84	\$25.05
3715	Painter - Part-Time	16.5	\$20.57	\$21.59	\$22.68	\$23.84	\$25.05
5650	Boxing Assistant Instructor	16	\$20.06	\$21.08	\$22.23	\$23.26	\$24.44
4315	Employment Services Representative	16	\$20.06	\$21.08	\$22.23	\$23.26	\$24.44
2415	Information Technology Technician	16	\$20.06	\$21.08	\$22.23	\$23.26	\$24.44
1550	Library Assistant Part-Time	15	\$19.08	\$20.06	\$21.08	\$22.13	\$23.26
1420	Office Assistant, Senior - P/T	15	\$19.08	\$20.06	\$21.08	\$22.13	\$23.26
1430	Receptionist	15	\$19.08	\$20.06	\$21.08	\$22.13	\$23.26
5680	Day Camp Program Specialist	15	\$19.08	\$20.06	\$21.08	\$22.13	\$23.26
5665	Performing Arts Program Specialist	15	\$19.08	\$20.06	\$21.08	\$22.13	\$23.26
2315	Central Stores Assistant	14.5	\$18.63	\$19.56	\$20.57	\$21.59	\$22.68
5640	Class instructor - Tap & Ballet Instructor	14.5	\$18.63	\$19.56	\$20.57	\$21.59	\$22.68
5655	Karate Instructor	14.5	\$18.63	\$19.56	\$20.57	\$21.59	\$22.68
1326	Bus Operator I	14	\$18.15	\$19.08	\$20.06	\$21.08	\$22.13
5520	Camp Counselor, Senior	14	\$18.15	\$19.08	\$20.06	\$21.08	\$22.13
3215	Community Development Assistant	14	\$18.15	\$19.08	\$20.06	\$21.08	\$22.13
3620	Custodian - Part-Time	14	\$18.15	\$19.08	\$20.06	\$21.08	\$22.13
5720	Park Maintenance Trainee	14	\$18.15	\$19.08	\$20.06	\$21.08	\$22.13
5227	Assistant Swim Coach	13.5	\$17.73	\$18.63	\$19.56	\$20.57	\$21.59
5226	Assistant Water Polo Coach	13.5	\$17.73	\$18.63	\$19.56	\$20.57	\$21.59
5240	Fitness Attendant	13.5	\$17.73	\$18.63	\$19.56	\$20.57	\$21.59
5230	Instructor Guard	13.5	\$17.73	\$18.63	\$19.56	\$20.57	\$21.59



City of Commerce

**Table 1 - Schematic of Occupational Job Classes - P-T Employees Effective July 1, 2016**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$44.81	\$47.08	\$49.44	\$51.95	\$54.58
1535	Special Education Reading Coordinator	26	\$33.67	\$35.37	\$37.18	\$39.08	\$41.02
1540	Special Education Reading Tutor	25	\$32.08	\$33.67	\$35.37	\$37.18	\$39.08
1515	Librarian	24	\$30.52	\$32.08	\$33.67	\$35.37	\$37.18
1120	Media Specialist	23.5	\$29.80	\$31.29	\$32.90	\$34.52	\$36.29
5613	Teen Center Supervisor	23.5	\$29.80	\$31.29	\$32.90	\$34.52	\$36.29
3310	Code Enforcement Officer II	23	\$29.05	\$30.52	\$32.08	\$33.67	\$35.37
4115	Community Safety Specialist	23	\$29.05	\$30.52	\$32.08	\$33.67	\$35.37
5645	Boxing Instructor	22.5	\$28.32	\$29.80	\$31.29	\$32.90	\$34.52
4210	Emergency Preparedness Assistant Officer	21.5	\$26.97	\$28.32	\$29.80	\$31.29	\$32.90
3115	CDBG Specialist	21	\$26.31	\$27.64	\$29.05	\$30.52	\$32.08
3610	Facility Maintenance Specialist	20	\$25.05	\$26.31	\$27.64	\$29.05	\$30.52
5677	Teen Center Assistant Supervisor	19.5	\$24.44	\$25.68	\$26.97	\$28.32	\$29.80
4116	Community Services Officer	19	\$23.84	\$25.05	\$26.31	\$27.64	\$29.05
3510	Permit Technician	19	\$23.84	\$25.05	\$26.31	\$27.64	\$29.05
4120	Animal Control Officer	18.5	\$23.25	\$24.44	\$25.68	\$26.97	\$28.32
1325	Bus Operator II P/T	18.5	\$23.25	\$24.44	\$25.68	\$26.97	\$28.32
3315	Code Enforcement Officer I	18.5	\$23.25	\$24.44	\$25.68	\$26.97	\$28.32
4310	Employment Services Representative, Senior	18.5	\$23.25	\$24.44	\$25.68	\$26.97	\$28.32
5225	Supervising Lifeguard	17.5	\$22.13	\$23.25	\$24.44	\$25.68	\$26.97
1545	Library Assistant, Senior Part-Time	17	\$21.61	\$22.68	\$23.84	\$25.05	\$26.31
1415	Office Specialist - P/T	17	\$21.61	\$22.68	\$23.84	\$25.05	\$26.31
5715	Park Maintenance Worker - Part-Time	17	\$21.61	\$22.68	\$23.84	\$25.05	\$26.31
3615	Facility Maintenance Worker Part-Time	16.5	\$21.09	\$22.13	\$23.25	\$24.44	\$25.68
3715	Painter - Part-Time	16.5	\$21.09	\$22.13	\$23.25	\$24.44	\$25.68
5650	Boxing Assistant Instructor	16	\$20.56	\$21.61	\$22.79	\$23.84	\$25.05
4315	Employment Services Representative	16	\$20.56	\$21.61	\$22.79	\$23.84	\$25.05
2415	Information Technology Technician	16	\$20.56	\$21.61	\$22.79	\$23.84	\$25.05
1550	Library Assistant Part-Time	15	\$19.55	\$20.56	\$21.61	\$22.68	\$23.84
1420	Office Assistant, Senior - P/T	15	\$19.55	\$20.56	\$21.61	\$22.68	\$23.84
1430	Receptionist	15	\$19.55	\$20.56	\$21.61	\$22.68	\$23.84
5680	Day Camp Program Specialist	15	\$19.55	\$20.56	\$21.61	\$22.68	\$23.84
5665	Performing Arts Program Specialist	15	\$19.55	\$20.56	\$21.61	\$22.68	\$23.84
2315	Central Stores Assistant	14.5	\$19.10	\$20.05	\$21.09	\$22.13	\$23.25
5640	Class instructor - Tap & Ballet Instructor	14.5	\$19.10	\$20.05	\$21.09	\$22.13	\$23.25
5655	Karate Instructor	14.5	\$19.10	\$20.05	\$21.09	\$22.13	\$23.25
1326	Bus Operator I	14	\$18.61	\$19.55	\$20.56	\$21.61	\$22.68
5520	Camp Counselor, Senior	14	\$18.61	\$19.55	\$20.56	\$21.61	\$22.68
3215	Community Development Assistant	14	\$18.61	\$19.55	\$20.56	\$21.61	\$22.68
3620	Custodian - Part-Time	14	\$18.61	\$19.55	\$20.56	\$21.61	\$22.68
5720	Park Maintenance Trainee	14	\$18.61	\$19.55	\$20.56	\$21.61	\$22.68
5227	Assistant Swim Coach	13.5	\$18.18	\$19.10	\$20.05	\$21.09	\$22.13
5226	Assistant Water Polo Coach	13.5	\$18.18	\$19.10	\$20.05	\$21.09	\$22.13
5240	Fitness Attendant	13.5	\$18.18	\$19.10	\$20.05	\$21.09	\$22.13
5230	Instructor Guard	13.5	\$18.18	\$19.10	\$20.05	\$21.09	\$22.13



City of Commerce

**Table 1 - Schematic of Occupational Job Classes - P-T Employees Effective July 1, 2017**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.							
3405	CIP Manager	33.5	\$45.71	\$48.02	\$50.43	\$52.99	\$55.67
1535	Special Education Reading Coordinator	26	\$34.35	\$36.08	\$37.93	\$39.86	\$41.84
1540	Special Education Reading Tutor	25	\$32.72	\$34.35	\$36.08	\$37.93	\$39.86
1515	Librarian	24	\$31.13	\$32.72	\$34.35	\$36.08	\$37.93
1120	Media Specialist	23.5	\$30.39	\$31.91	\$33.55	\$35.21	\$37.01
5613	Teen Center Supervisor	23.5	\$30.39	\$31.91	\$33.55	\$35.21	\$37.01
3310	Code Enforcement Officer II	23	\$29.63	\$31.13	\$32.72	\$34.35	\$36.08
4115	Community Safety Specialist	23	\$29.63	\$31.13	\$32.72	\$34.35	\$36.08
5645	Boxing Instructor	22.5	\$28.89	\$30.39	\$31.91	\$33.55	\$35.21
4210	Emergency Preparedness Assistant Officer	21.5	\$27.51	\$28.89	\$30.39	\$31.91	\$33.55
3115	CDBG Specialist	21	\$26.83	\$28.19	\$29.63	\$31.13	\$32.72
3610	Facility Maintenance Specialist	20	\$25.55	\$26.83	\$28.19	\$29.63	\$31.13
5677	Teen Center Assistant Supervisor	19.5	\$24.93	\$26.19	\$27.51	\$28.89	\$30.39
4116	Community Services Officer	19	\$24.32	\$25.55	\$26.83	\$28.19	\$29.63
3510	Permit Technician	19	\$24.32	\$25.55	\$26.83	\$28.19	\$29.63
4120	Animal Control Officer	18.5	\$23.72	\$24.93	\$26.19	\$27.51	\$28.89
1325	Bus Operator II P/T	18.5	\$23.72	\$24.93	\$26.19	\$27.51	\$28.89
3315	Code Enforcement Officer I	18.5	\$23.72	\$24.93	\$26.19	\$27.51	\$28.89
4310	Employment Services Representative, Senior	18.5	\$23.72	\$24.93	\$26.19	\$27.51	\$28.89
5225	Supervising Lifeguard	17.5	\$22.57	\$23.72	\$24.93	\$26.19	\$27.51
1545	Library Assistant, Senior Part-Time	17	\$22.04	\$23.14	\$24.32	\$25.55	\$26.83
1415	Office Specialist - P/T	17	\$22.04	\$23.14	\$24.32	\$25.55	\$26.83
5715	Park Maintenance Worker - Part-Time	17	\$22.04	\$23.14	\$24.32	\$25.55	\$26.83
3615	Facility Maintenance Worker Part-Time	16.5	\$21.51	\$22.57	\$23.72	\$24.93	\$26.19
3715	Painter - Part-Time	16.5	\$21.51	\$22.57	\$23.72	\$24.93	\$26.19
5650	Boxing Assistant Instructor	16	\$20.97	\$22.04	\$23.24	\$24.32	\$25.55
4315	Employment Services Representative	16	\$20.97	\$22.04	\$23.24	\$24.32	\$25.55
2415	Information Technology Technician	16	\$20.97	\$22.04	\$23.24	\$24.32	\$25.55
1550	Library Assistant Part-Time	15	\$19.94	\$20.97	\$22.04	\$23.14	\$24.32
1420	Office Assistant, Senior - P/T	15	\$19.94	\$20.97	\$22.04	\$23.14	\$24.32
1430	Receptionist	15	\$19.94	\$20.97	\$22.04	\$23.14	\$24.32
5680	Day Camp Program Specialist	15	\$19.94	\$20.97	\$22.04	\$23.14	\$24.32
5665	Performing Arts Program Specialist	15	\$19.94	\$20.97	\$22.04	\$23.14	\$24.32
2315	Central Stores Assistant	14.5	\$19.48	\$20.45	\$21.51	\$22.57	\$23.72
5640	Class instructor -Tap & Ballet Instructor	14.5	\$19.48	\$20.45	\$21.51	\$22.57	\$23.72
5655	Karate Instructor	14.5	\$19.48	\$20.45	\$21.51	\$22.57	\$23.72
1326	Bus Operator I	14	\$18.98	\$19.94	\$20.97	\$22.04	\$23.14
5520	Camp Counselor, Senior	14	\$18.98	\$19.94	\$20.97	\$22.04	\$23.14
3215	Community Development Assistant	14	\$18.98	\$19.94	\$20.97	\$22.04	\$23.14
3620	Custodian - Part-Time	14	\$18.98	\$19.94	\$20.97	\$22.04	\$23.14
5720	Park Maintenance Trainee	14	\$18.98	\$19.94	\$20.97	\$22.04	\$23.14
5227	Assistant Swim Coach	13.5	\$18.54	\$19.48	\$20.45	\$21.51	\$22.57
5226	Assistant Water Polo Coach	13.5	\$18.54	\$19.48	\$20.45	\$21.51	\$22.57
5240	Fitness Attendant	13.5	\$18.54	\$19.48	\$20.45	\$21.51	\$22.57
5230	Instructor Guard	13.5	\$18.54	\$19.48	\$20.45	\$21.51	\$22.57

