

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF COMMERCE AND

THE CITY OF COMMERCE EMPLOYEES ASSOCIATION / AFSCME Local 773, AFSCME Council 36

PART-TIME EMPLOYEES

2023-2026

MEMORANDUM OF UNDERSTANDING **PART-TIME EMPLOYEES**

FISCAL YEARS July 1, 2023 – June 30, 2026

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MEMORANDUM OF UNDERSTANDING PART-TIME EMPLOYEES

FISCAL YEAR July 1, 2023 – June 30, 2026

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, AFSCME Local 773 (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 management representatives and the representatives of the Association 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 said 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 representatives 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, 2023, and shall remain in full force and effect up to and including midnight, June 30, 2026, or until the next Memorandum of Understanding becomes effective.
- B. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

The City and the Association agree to submit proposals for any changes related to wages, benefits and/or terms of and conditions of employment affecting this Memorandum of Understanding by January 31, 2026. The City and the Association shall review the terms of this Memorandum of Understanding, and meet and confer on any proposed changes to the Memorandum of Understanding beginning February 2026.

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 Employee Resolution, the City recognizes the City of Commerce Employees Association, AFSCME Local 773, AFSCME Council 36, as the exclusive representatives of all employees in the Regular Part-Time employees unit.
- B. The Association recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding, subject to City Council's prior adoption of the Memorandum of Understanding.
- C. It is agreed that any modifications to represented or unrepresented units proposed by the City or the Association will be made in accordance with the approved resolution 97-40 Employee-Employee Organization Relations Resolution (EERR).

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, commissions and boards;
- c. Determine and change the facilities, methods, 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, relocations, 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 XV, Section 2" of this Memorandum of Understanding. Such contracting or subcontracting may result in a reassignment of duties within the City, but shall not result in the layoff or reduction in salary of any employee covered by this Memorandum of Understanding.
- f. Determine size and composition of the work force, and allocate and assign work to employees in accordance with requirements as determined by the City;

- g. In conjunction with the Joint Labor Management Committee, determine the content and intent of job classifications, to develop new job classifications, and determine appropriate levels of compensation;
- h. Lay-off employees for lack of work or other appropriate reasons;
- i. Appoint, transfer and promote employees;
- j. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws;
- k. Determine policies, procedures and standards for selection, training and promotion of employees;
- 1. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignment upon reasonable notice as indicated in Article XV, Section 14 of this MOU;
- m. Direct its employees;
- n. 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;
- o. Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- p. Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- q. Maintain the efficiency of governmental operations;
- r. Exercise control and discretion over the organization and the technology of performing City work and services;
- s. 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, administer and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding. The City shall not exercise the foregoing rights in an arbitrary or capricious manner or manner that is contrary to law.

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. As to Class B medical exams, the City shall pay for the basic required exam and any follow up exam(s) required by the City's medical provider. Medical exams and/or procedures that are required from the employee's own personal physician(s) to pass the City's exam will be at the employee's own cost.
 - a. Employees shall be compensated for their actual time spent at the City's medical facility for examinations required for renewal when scheduled by their department. The Department will schedule the medical exam sixty (60) days prior to the expiration of the employee's license.
 - b. City Departments will continue to schedule exams, but it will be the employee's responsibility to notify the Department if they have not been scheduled 60 days prior to expiration and maintain their commercial drivers license ('CDL") including attending the required medical examination prior to the expiration of their CDL.
 - c. An employee will not be disciplined for failure to notify the Department that they did not receive the 60-day notice, so long as the required medical examination and required paperwork is

submitted to the California Department of Motor Vehicles before the expiration of their CDL

- 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 (2) 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 given to Park Maintenance employees when assigned to median maintenance assignments.

Employees regularly assigned to Graffiti Crew shall receive 1.5 percent increase to their base rate of pay. Employees assigned to this work on an episodic basis shall be paid 5.0% premium pay for all actual hours worked on medians, overpasses, and bridges.

Section 3. Merit Increase.

Upon initial appointment to any position in a job class, Part-Time employees shall be placed at the minimum or first step of a salary range for that job class. A department director may, as authorized by the City Manager, 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: <u>Step 2</u> - At the completion of sixteen hundred sixty four (1,664) hours of satisfactory service in Step 1.

<u>Step 3</u> - At the completion of sixteen hundred sixty four (1,664) hours of satisfactory service in Step 2.

<u>Step 4</u> - At the completion of sixteen hundred sixty four (1,664) hours of satisfactory service in Step 3.

<u>Step 5</u> - At the completion of sixteen hundred sixty four (1,664) hours of satisfactory service in Step 4.

Special Merit Increase

When an employee demonstrates exceptional ability and proficiency beyond the call of duty, such employee may, upon recommendation of the Department Director, concurrence of the Director of Human Resources, and approval of the City Manager, be awarded one step higher within the salary range for his/her job class upon completion of one (1) 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 in a single workweek. 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.

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.

On August 17, 2021, the City Council approved the Citywide Classification Plan and Job Specifications and decided to implement these updated job specifications and classification changes based on final approval of the Citywide compensation study.

On December 13, 2022, the City Council approved and filed the final results of the Citywide compensation and benefits study of all Full-Time and Part-Time classifications.

It is agreed that, effective July 10, 2023, the City will implement the attached salary schedules based on recommendations from the compensation study for Full-Time and Part-Time employees and will revise the City's Full-Time salary schedule factoring in the seventy-fifth (75th) percentile and job family alignment, which will also incorporate updated pay rates for hourly employees.

Per the terms of the MOU, the Part-Time salary schedules, which includes the general wage increase of 4% effective July 10, 2023, the 75th percentile and job family alignment are available on the City's website.

The salary schedules include the general wage increase of 4% effective July 10, 2023, the 75th percentile and job family alignment.

It is agreed that the City will provide a one-time ad hoc lump sum off-salary-schedule non-PERSable payment of 8% of the employee's straight time earnings that the employee worked and earned (excluding overtime) during the period starting on July 1, 2022 and ending on June 30, 2023. This one-time payment will be paid no later than the July 27, 2023 payroll date.

For the purposes of payment of the one-time ad-hoc lump sum payment, base pay excludes any additional compensation over and above an affected employee's normal base pay, such as, but not limited to, overtime, night differential pay, higher classification pay, skill pay, premium pay, call back pay. The one-time

payment shall be an off-salary schedule payment as a separate check from regular payroll; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.

In addition to the off-salary-schedule payment, there will also be increases to the salary schedule for the same individuals as follows:

Effective July 10, 2023, all employees represented by the Association shall receive a general wage increase of four percent (4%).

Effective July 8, 2024, all employees represented by the Association shall receive a general wage increase of four percent (4%).

Effective July 7, 2025, all employees represented by the Association shall receive a general wage increase of four percent (4%).

Section 7. Premium Pay.

City Policy II-3, Salary Plan Administration, shall be amended to limit Premium Pay to 12 months. In addition, the City shall notify the Association within 5 business days from the effective date of the premium pay. This notice shall include (1) duties that the employee will perform in this higher classification (2) whether the premium pay is 5% or 10%.

Section 8. Urban Search and Rescue (USAR) Stipend.

The monthly USAR stipend will be \$75 per member.

ARTICLE V UNIFORM ALLOWANCE

Section 1. Uniforms.

Should the City require employees to wear a specific uniform, it 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 July 1, 2023, the allowance amount will increase to two hundred and fifteen dollars (\$215.00) per fiscal year for employees in eligible classifications in accordance with safety regulations and City policy. The City of Commerce Personnel Policies and Procedures, Work Uniforms for Employees will be modified to allow the safety shoes to be purchased from any source so long as the shoes are in compliance with OSHA requirements for each job classifications. Please refer to City of Commerce Personnel Policies, Procedures, Work Uniforms for Employees, for specific terms and policy.

Section 3. Mechanic Tool Allowance.

Effective the first full pay period after January 1, 2024, the City shall provide bargaining unit employees in the designated classifications below with an allowance in the amount of seven hundred dollars (\$700.00) per calendar year, which shall be in the form of a reimbursement in two payments of no more than three-hundred and fifty dollars (\$350.00) each, at least six months apart, for tools purchased within the same calendar year, provided that the eligible employee submits proof of purchase for the tools to the City.

- Fleet Maintenance Manager
- Lead Fleet Mechanic
- Fleet Mechanic

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 insurance benefits are given 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 meet-and-confer process, the City and the Association have agreed to the following City benefit programs:

Section 1. Part-Time Employee Medical Plan.

In accordance with the Affordable Care Act (ACA), the City 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 regular Full-Time employee's "immediate family member" dies or is critically ill and death appears imminent, the employee shall be entitled to up to forty (40) hours of 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, father-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 can be used in increments of full workdays, or half workdays, and does not need to be taken on consecutive workdays. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or of 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 fifteen (15) calendar days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

Part-time employees will be able to use the bereavement leave hours, based on hours worked during the ten (10) weeks immediately preceding the bereavement leave, within fifteen (15) calendar days of an employee learning of the death, or of the date of foreseen imminent death of an immediate family member, unless special circumstances require that the leave begin at a later date.

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 workday 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.

1. The City shall match employee deferred compensation contributions, in an amount not to exceed five percent (5%) of a unit member's gross salary contribution per pay period. For example, if a unit member contributes one percent (1%) of his or her gross salary to the plan, the City shall contribute an amount equal to one percent (1%) of the unit member's gross salary to the plan.

- 2. Effective Date These deferred compensation provisions shall be effective commencing with the first payroll period of July 2023.
- 3. Compliance with State and Federal Regulations The parties agree and acknowledge that a variety of State and Federal statutes and regulations govern participation in deferred compensation plans. If any of these Memorandum of Understanding provisions conflict with any State or Federal statutes or regulations, the State and Federal statutes and regulations shall take precedence and shall be complied with. The Association and the Part-Time employees waive any claims that they may have against the City in the event of such as conflict.
- 4. Exclusions The five percent (5%) City contribution described above shall apply only to employee gross salary deferred compensation contributions made during each payroll period. The five percent (5%) City contribution shall not be provided for any employee deferred compensation contributions that are made as a result of a "buy back" as that term is defined by Internal Revenue Service Code or regulations. Additionally, the five percent (5%) City contribution shall not be applied to any employee deferred compensation contributions that are made as a result of converting any type of leave balance to deferred compensation.

Section 5. Educational Assistance.

The City will maintain and administer an Educational Assistance Program for Part-Time employees as set forth in City Human Resources Policy IV-3. Effective Fiscal Year 23-24 and upon ratification of the MOU, the City shall budget Twenty Eight Thousand Dollars (\$28,000.00) per fiscal year for Part-Time employee's education assistance. The policy and procedure on eligibility requirements shall be included in the updated City Human Resources Policy IV-3, and any other applicable policies referencing educational assistance, and will be agreed to through the JLM/Policies Subcommittee.

Section 6. Administrative Time.

It is agreed that Full-Time Employees hired on or after July 9, 2023 will not be eligible to receive paid administrative time and will be required to take unpaid lunch time. Part-Time employees hired prior to July 9, 2023, but appointed to a Full-Time position on or after July 9, 2023 will not be eligible for the City's paid administrative time. All Full-Time employees not eligible for the City paid

administrative time are scheduled to work 40 hours per week and are required to take unpaid time off for their meal period.

Full-Time employees hired by the City prior to July 9, 2023 are eligible to receive paid, administrative time, based on the employee's assigned schedule. For example, an employee who became Full-Time status with the City prior to July 9, 2023, and who is scheduled for a "5/40 work schedule" (5 days per week, 40 hours weekly), will continue to receive thirty minutes (.5 hours) of paid, administrative time daily for each day that regular hours are worked, up to a total of two and a half hours (2.5 hours) per week. An employee who became Full-Time with the City prior to July 9, 2023, and is scheduled for a "4/10 work schedule" (4 days per week, 40 hours weekly) will continue to receive forty-five minutes (.75 hours) of paid, administrative time daily for each day that regular hours are worked, up to a total of 3 hours per week. Should the employee's schedule change, the number of administrative time hours will be adjusted accordingly.

Full-Time employees hired, appointed or reinstated by the City on or after July 9, 2023 are not eligible to receive paid, administrative time. Part-Time employees that are promoted to a Full-Time position on or after July 9, 2023 will not be eligible to receive paid, administrative time. All Full-Time employees not eligible for the City's paid administrative time are scheduled to work forty (40) hours per week, and are required to take unpaid time off for their meal period.

Reference Policy II-4, Hours of Work, and any other applicable policies for more information related to work hours and schedules.

Section 7. Sick Leave.

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

Section 8. Vacation Leave.

Part-Time employees shall accrue eight (8) hours of paid vacation leave for every one hundred and seventy three (173) hours worked. The City's four hundred eighty (480) hour maximum accumulation policy will be enforced by scheduling

vacations to eliminate excess accumulation. Please refer to City of Commerce Policies and Procedures, Vacation Policy, for specific terms and policy.

Section 9. Jury Duty

Part-Time employees shall be granted a paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty. Proper verification shall consist of submitting the timecards, attendance slips, Juror History Reports, or other documentation provided by the court reflecting time served on jury service. Employees are expected to keep the City informed of the expected length of jury duty service and shall inform the City of any summons for jury duty as soon as is reasonably practicable.

Jury duty leave shall be limited to a maximum of sixty four (64) hours per year and shall not exceed thirty two (32) hours in any one week. Employees shall be compensated at their regular rate of pay only for their regularly scheduled hours and are entitled to keep his/her mileage reimbursement. Employees shall be required to provide the City with documentation verifying all payments received for jury duty from the court. Employees shall not be eligible for overtime while on jury duty leave. If an employee is required to serve on a jury for more than sixty four (64) hours in one year, the City Manager may at his/her sole discretion and on a case-by-case basis, extend the period of this leave.

Employees shall be required to return to work after being released from jury duty if at least four (4) hours remain prior to the end of their regularly scheduled shift. Employees who serve at least five (5) hours of jury duty and are scheduled for a night shift that same day shall not be required to report to work, but shall receive compensation for their regularly scheduled hours at their straight time hourly rate plus shift premium. Employees scheduled to work between midnight and 8:00 a.m. on a day which they must report for jury duty shall not be required to report to work, but shall receive compensation for their regularly scheduled hours at their straight time hourly rate plus shift premium.

Section 10. Holiday Closures.

It is agreed that the City will add Holiday closure language from the 2022-2023 Holiday closure Letter of Agreement ("LOA") into the MOU, establishing a two-week closure of City Hall and designated City facilities during the Christmas and New Year Holidays. The dates of the closure period will be determined based on the time of occurrence of the holidays in each calendar year. The current LOA indicates that Full-Time employees working the 4/10 shift schedule will be granted twenty (20) hours of administrative time during the two-week closure, and those Full-Time employees working the 5/40 shift schedule would be granted sixteen (16) hours of administrative time for use during the holiday closure period only. Part-Time employees will be given an opportunity to make up for the hours missed because of the holiday closure. The Holiday Closure Program may be revoked at any time by the City. Holiday schedules for operations will continue to be set by Council action.

Section 11. Employee Recognition Leave.

Effective July 1, 2023, the City will implement an Employee Recognition Leave program to recognize Part-Time unit members who have demonstrably contributed toward department operational or customer service goals and set an example as a public service employee. Each Department Director is allocated a total of twenty-four (24) hours of such leave per fiscal year to grant to employees within their department. The leave may be used at a time mutually agreeable to the employee and the employee's Director. The leave must be used within one year from the date it was awarded. A unit member must receive at least a "Satisfactory" performance review in the prior rating period in order to be eligible for Employee Recognition Leave.

ARTICLE VIII DISCIPLINARY PROCEDURES

Section 1. Procedures.

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

Section 2. Polygraph.

The City shall not require employees to submit to polygraph examinations.

ARTICLE IX GRIEVANCE PROCEDURES

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

The following grievance procedure applies only to Part-Time employees who have successfully completed their probationary period as defined in the City's policies.

- A. Definition of "grievance": A "grievance" shall be defined as a timely complaint by an employee or group of employees concerning personnel practices, working conditions, employee policies or MOU.
- B. 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.
- C. The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

Section 1. Steps of the Grievance Procedure.

1. Informal - Immediate Supervisor

2. Formal - Department Head

3. Formal - City Manager or Designee

4. Formal - Binding Arbitration

- 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 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 Manager: 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 Manager for 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 Manager 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 Manager shall schedule a hearing with the grievant within twenty (20) business days of the date of receipt of the written appeal by the City Manager and shall render a written decision, based on the merits of the grievance and return it to the grievant within twenty (20) business days from the date of the hearing. The

City Manager's decision shall be final and binding on all non-disciplinary matters as well as for all disciplinary matters not exceeding the equivalent of twenty-four (24) hours pay. If the City Manager 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.

4. **Formal – Binding Arbitration**: Effective on the date after Council ratification and up to June 30, 2026, the City agrees that the UNION may appeal a suspension of greater than thirty two (32) hours or a termination disciplinary decision made by the City Manager for a Part-Time employee to binding arbitration who meets the following criterion: (1) the employee has been employed as a Part-Time employee for at least five (5) years of continuous service with the City; and (2) the Part-Time employee has worked at least fifteen (15) hours on average per week in the preceding twelve (12) months.

The Union must request the appeal to arbitration within twenty (20) days of the City Manager's decision. The Parties shall mutually agree to the arbitrator and if they cannot agree shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and shall agree to a method of striking and selection of the arbitrator. The arbitrator shall make the following determination(s): (i) was the disciplinary action based on just cause; (ii) if not, what is the appropriate remedy.

The costs of arbitration shall be split evenly between the City and the grievant.

The parties agree that the binding arbitration appeal provision will sunset as on June 30, 2026 as described above, unless the parties mutually agree to extend this provision.

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 X LAYOFFS

The City Council shall approve any proposed layoff/bumping procedures before they are incorporated in the City's Personnel Policies and Procedures 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 members shall consist of representatives from the Human Resources Department and various other departments. The Association shall provide four (4) members to sit on its 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. JLM meetings shall occur bi-monthly (every two months), unless the parties mutually agree otherwise; communication can continue in between meetings.

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 in 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 designation 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 & 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 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 and Public Works Departments: 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), Park Maintenance, and Facility Maintenance (formerly Public Services).

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. Additional, scheduled Part-Time employees who report to work but are sent home without working will be paid two (2) hours of straight time as "show-up" pay. Each Department that has Part-Time employees that have lost scheduled work hours due to an emergency facility 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, benefit and other terms and conditions of employment in accordance with the Meyers-Milias-Brown Act. The City will provide written notification regarding changes in 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. Dues and Information.

The intent of this section is to comply with California Senate Bill No. 866 and Assembly Bill 119 and other relevant case law and regulations regarding employee dues deductions and access to employee information.

- A. The City shall base deductions from employees based on a certification from the AFSCME representative that it has proper authorization from employees for dues deduction. The City may request the written authorization as required by law.
- B. If the City receives a direct request from an employee to cancel or change the deductions authorized by AFSCME, the City shall refer the employee directly to the CCEA President and shall not process any cancellations or changes until the AFSCME representative provides such instruction in writing.
- C. AFSCME shall indemnify the City for any claims, including legal costs, made by the employee for deductions made in reliance on that certification.
- D. Dues withheld by the City under this section shall be transmitted by direct deposit to the AFSCME District 36 bank account. The effective date of the dues shall be no later than fourteen (14) days after receipt of the union certification.
- E. The City shall provide AFSCME District Council 36 and the CCEA President with an excel spreadsheet at the time of the transmittal of the dues that contains the following information:
 - 1. Name of the employee and the amount of dues deductions;
 - 2. The information required by AB 119;
 - 3. A list of employees who are on a leave of absence without pay;
 - 4. A list of employees who have transferred into the unit (by hire or demotion or other means) or transferred out of the unit (indicating disciplinary termination, resignation or promotion).

Section 4. Union Access and Unit Membership List.

City equipment may be used to conduct Association business, provided it is authorized by the City Manager or his or her designee. If the City Manager does not respond to a request for the use of City equipment to conduct Association business within one (1) business day, the Director of Human Resources 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 Manager 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.

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.

The City will provide the Association with a quarterly list of all represented employees, including name, date of hire, job classification, work location, home address, and phone number. The City shall deliver this information electronically.

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 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 seeking representation to an interview which the employee reasonably believes, may result in punitive action or to a meeting where documents shall be served.

AFSCME or CCEA may request, in writing to Human Resources, to have one (1) CCEA Representative accompany one (1) AFSCME Business Representative at a meeting related to any matter within the scope of CCEA's unit representation for training purposes. All such requests shall be submitted to Human Resources at least one (1) business day before the meeting for which such dual attendance is being requested.

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 employee's following workday, the release shall be documented on a City-provided form. Permission to 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 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 investigative grievances and other 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.

The City shall provide a total of forty (40) hours of paid leave per fiscal year for the CCEA Board President or his/her designee, for the purposes of Association business, conferences, or seminars. These forty (40) hours shall not roll over to other fiscal years and shall have no cash value and are the cumulative total hours to be provided for both the Full-Time and Part-Time bargaining units. This Association leave is in addition to any release time that the City provides that is required under the Meyers-Milias-Brown Act.

Section 6. Voluntary Political Contributions (PEOPLE Checkoff).

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. Non-Discrimination.

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

POLICY AND COMPLAINTS

The parties shall treat all employees equally in employment matters without regard to age (40 and above), ancestry, color, disability (including but not limited to physical and mental, including HIV and Aids), genetic information, gender identity, gender expression, marital status, medical condition (including but not limited to genetic characteristics, cancer or a record or history of cancer), military/veteran status, national origin, race, religion, (including religious dress and grooming practices), creed, sex/gender (including but not limited to pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics, and political or union activity.

The City maintains and follows a strict policy prohibiting unlawful discrimination, harassment, and retaliation in any form, including verbal, sexual, physical and visual harassment, coercion, and reprisal.

REPORTING DISCRIMINATION AND HARASSMENT

The City encourages reporting of all actual or perceived incidents of discrimination, harassment, and/or retaliation. If you believe the conduct or actions of a co-worker, applicant, Councilmember, City Commissioner, official appointed to a City committee, executive, manager, supervisor, employee, volunteer, intern, independent contractor, vendor, visitor or patron to be discriminatory, harassment, retaliatory, or otherwise in violation of this policy, you are encouraged, but not required to inform the person of the conduct that you find offensive and request that the person cease this behavior. If you do not wish to speak with the person directly, or if your attempts to do so have failed, you should file a complaint with the Department of Human Resources. However, a decision not to speak with the person directly does not prevent the employee from filing a complaint, nor does it in any way exonerate the accused person.

City management shall be readily available and receptive to receiving complaints of discrimination, sexual or other harassment. If an employee, volunteer, intern, or independent contractor, feels that he or she is being discriminated against or

harassed by another employee, a Councilmember, executive, manager, supervisor, volunteer, intern, independent contractor, vendor, visitor or patron, the individual shall immediately report the facts of the incident or incidents and the name(s) of the individual(s) involved to his or her immediate supervisor. If the matter cannot be discussed with the immediate supervisor or the immediate supervisor is the subject of the complaint, the employee shall contact the Director of Human Resources, who will schedule a meeting to discuss the employee shall contact the City Manager, who will schedule a meeting to discuss the complaint.

To submit a complaint with the City related to the Harassment Free Workplace Policy, the best practice is to provide as much information in writing as possible, including for example what is listed below. If you do not have some of the following information, you may still file a complaint.

- The complaining party's name, department, and position title.
- The name of the person or persons committing the discrimination, harassment (including sexual harassment), and/or retaliation.
- The specific nature of the harassment or discrimination, the period of time of the harassment or discrimination, any employment action, or any other threats made as a result of the harassment or discrimination.
- The name(s) of any witnesses.
- Any documentation or other evidence.
- Whether the complaining party previously reported such discrimination, harassment (including sexual harassment), and/or retaliation, and if so, to whom.

Detailed information outlining the City's prohibition of Discrimination, Harassment, and Retaliation is outlined in the Harassment Free Workplace Policy set forth in the City's Personnel Policies and Procedures and all employees are expected to adhere to the Harassment Free Workplace Policy. Employees are expected to maintain an awareness that violations of this policy can lead to disciplinary action, up to and including termination from City employment.

Employees who believe they have been discriminated, harassed, or retaliated against may, within one year of the conduct, also file a complaint of discrimination with the California Department of Fair Employment and Housing ("DFEH") or the federal Equal Employment Opportunity Commission ("EEOC"). DFEH and/or the EEOC may also investigate and process the complaint.

Section 9. City's Personnel Policies & Procedures & 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 twelve (12) month time limit for the position (unless the incumbent is on worker's compensation leave or other approved leaves, in which case the time limit would not apply.)

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.

Section 12. Absenteeism Policy (III-8).

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

Section 13. Schedule Changes.

Effective July 1, 2023, and upon ratification of the MOU, the City shall provide all affected unit employees with a minimum of five (5) calendar day's notice of schedule changes, unless due to emergencies related to public safety, health, or welfare. The City will communicate and/or post schedule changes with a Monday

effective date to all employees by 10:00 A.M. (PST) on the Wednesday prior to the Monday effective date and will include at least one full workweek schedule.

This section shall not apply to those circumstances requiring employee coverage due to unplanned absences, stand-by, or on-call situations. Modifications to the employee's schedule may occur, as long as there is mutual agreement between management and the employee.

Section 14. Safety.

It is agreed that the City is committed to implementing bio-hazard clean-up kits and sharps disposal container programs throughout City facilities. This program will be discussed and implemented through the Safety Committee. It is further agreed that the City will modify the MOU, and the City's Policies and Procedures Manual, and any other applicable policies related to implementation of this program.

The City shall provide proper safety and health equipment with no charge to the employee. This shall include: (1) eye protection, including safety glasses, goggles, and face shields for welding; (2) mouth and breathing protection, including particulate, allergen, and chemical protection; (3) hearing protection, including plugs and covers; (4) gloves, such as outdoor work gloves, welding gloves, electrical gloves and driving gloves - the City shall also provide alternatives to vinyl or plastic if the employee is allergic to latex; (5) uniforms, including welding protection options and grease splash protection; (6) shoes, depending upon the hazard of the work environment, (7) proper safety sunglasses; (8) and any other safety or health equipment required by law or approved by the City.

The City shall be responsible for providing safe working conditions for employees. Employees shall promptly report any potential safety hazards to their supervisor. The Association shall work with the City to orient and educate employees as to these responsibilities to notify the City of any unsafe working conditions.

Section 15. Commercial Driver's License Requirements.

Effective July 1, 2023, Senior Recreation Leaders and Recreation Leaders that bid to be regularly assigned to work at the Senior Center and/or Teen Center shall be required to obtain the California Class B Commercial Driver's License with Passenger Endorsement which is required to drive the "mini-bus"/Senior Shuttle with no additional compensation and that drivers regularly assigned to work at the Senior Center and/or Teen Center will be enrolled in the City's random alcohol and drug testing program for commercial drivers performing safety-sensitive functions.

Section 16. Policies Subcommittee.

The City and CCEA agree to establish a Policies Subcommittee to update current policies and implement new policies as agreed upon during negotiations for the 2023-2026 Memorandum of Understanding. The policies subcommittee would consist of up to eight (8) members. The City shall assign up to four (4) members to sit on the subcommittee, at least one of whom shall be a representative from the Human Resources Department. CCEA shall select up to four (4) members to sit on the subcommittee, which may be selected from the Full-Time and Part-Time bargaining units.

The following existing policies or new policies are scheduled to be reviewed or created by the policies subcommittee, upon mutual agreement by the City and the CCEA: Requesting and Recruiting for Personnel Policy, I-1; Testing, Certification and Eligibility Lists Policy, I-2; Nepotism Policy, I-6; Driver's License Requirements Policy, I-13; Substance Abuse Policy for Commercial Drivers, III-20; GPS/Cameras; Standby Pay; Disciplinary Procedures; Fraternization; Bilingual Pay; Telecommuting Policy; Safety; Secondary Employment or Business Activity; Education Incentive Policy; Marijuana Testing; Part-Time Medical; and Part-Time Sick and Vacation Accrual Rate.

Section 17. Employee Incentives.

Effective July 1, 2023, and beginning with fiscal year 2023-2024, the City will invest up to a total of Two Hundred Thousand Dollars (\$200,000.00) per fiscal year for employee incentives for both Part-Time and Full-Time employees, based

on the City's needs and areas where the City deems there is a recruitment and retention need, including, but not limited to, adjustments related to Education Assistance (anything over budget); Retention of High Performance and a Signing Bonus Budget of up to Fifty Thousand Dollars (\$50,000.00) total for all employees per fiscal year; Employee Recognition Leave; Mechanic Tool Allowance (the cost difference between the prior allowance and current allowance); and Safety Footwear Allowance (the cost difference between the prior allowance and current allowance).

Section 18. Retention and Recruitment Bonus Program.

Effective July 1, 2023, the City will maintain a sign-on and retention bonus program, with a set yearly fiscal budgeted total amount of up to Fifty Thousand Dollars (\$50,000.00), which will be included in the Employee Incentives Budget. Upon approval by the City Manager and Director of Human Resources, this budget will be utilized for hard-to-fill positions and retention of high-performing unit employees. The City Manager (or designee), along with the Director of Human Resources, may authorize a retention bonus for employees who have been employed with the City for at least twelve (12) consecutive months, who are a retention risk and have received at least a "Satisfactory" performance rating in the prior rating period. Employees who voluntarily leave City employment within twelve (12) months of receiving a bonus awarded through one of the programs described in this section must repay the full amount of the bonus to the City.

Section 19. Recognition Budget

Effective July 1, 2023, the City shall provide each department a budget of Five Dollars (\$5.00) per unit member per fiscal year for employee recognition purchases such as coffee, pizza, lunch and learns, etc. subject to funding availability in the Employee Incentives Budget.

ARTICLE XVI MODIFICATION

Section 1. Maintenance of Existing Conditions.

Any employment policy, 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 Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, 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 remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

Section 4. Economic Emergency Re-Opener.

Due to the uncertainty surrounding gaming revenues for the City, rising pension liabilities and health care costs, and in order to ensure the City is fiscally viable so that it can honor its current and future commitments to employees, the parties agree that during the term of the Agreement, bargaining shall be re-opened, at the City's option, if it declares an economic emergency. The parties agree that any changes are subject to mutual agreement.

AFSCME Local 773

AFSCME Local 773/CCEA CITY OF COMMERCE Ernie Hernandez City Manager President AFSCME Local 773/CCEA Kevin Larsen Mike Haraway Employee & Labor Relations Manager AFSCME Local 773/CCEA 10-12-24 Evelyn Diaz Date AFSCME Local 773/CCEA Veronica Diaz AFSCME Local 773/CCEA Anthony Gutierrez AFSCME Local 773/CCFA Mack Jefferson III Date AFSCME Local 773/CCEA Lori Condinus