

MOU

2022-2024

July 1, 2022 - June 30, 2024



- **MEMORANDUM OF UNDERSTANDING**
 - Between the City of Lakewood
 - and the
- Lakewood City Employees Association

Table of Contents

ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. NON-DISCRIMINATION.....	1
ARTICLE 3. PROBATIONARY PERIOD.....	1
ARTICLE 4. BASIC COMPENSATION PLAN.....	2
Section 1. Wage and Salary Plan.....	2
Section 2. Application of Wage and Salary Plan.....	2
Section 3. Beginning Rate of Compensation.....	2
Section 4. Step Advancement.....	2
Section 5. Employee Performance Evaluation Procedures.....	2
Section 6. Continuous Employment.....	2
Section 7. Promotional Procedures.....	2
Section 8. Starting Rate on Promotion.....	2
Section 9. Starting Rate on Return to Duty.....	2
Section 10. Special Merit Advancement.....	3
Section 11. Special Compensation.....	3
(1) Merit Pay.....	3
(2) Special Assignment Pay.....	3
(3) Longevity Pay.....	3
Section 12. Reduction in Salary.....	4
Section 13. Demotion.....	4
Section 14. Written Recommendations.....	4
Section 15. Pay Periods.....	4
Section 16. Career Employees Medical Retirement Benefit.....	4
Section 17. Restrictions on Nepotism.....	5
ARTICLE 5. OVERTIME AND COMPENSATORY TIME.....	5
ARTICLE 6. REIMBURSEMENT FOR ACTUAL AND NECESSARY EXPENSES.....	6
ARTICLE 7. WORKING OUT OF CLASS.....	6
ARTICLE 8. STANDBY PAY AND CALL BACK PAY.....	7
Section 1. Standby Pay.....	7
Section 2. Emergency Call Back Pay.....	7
ARTICLE 9. LUNCH AND REST PERIODS.....	7
ARTICLE 10. WORK HOURS AND HOLIDAYS.....	7
Standard 9/80 Holiday Schedule.....	8
Alternate 9/80 Holiday Schedule.....	8
Regular 5/40 Holiday Schedule.....	8
ARTICLE 11. VACATION.....	8
Section 1. Accrual.....	8
Section 8. Vacation Accumulation, Defined 401(a) Contribution, Defined 401(a) Benefit.....	9
ARTICLE 12. SICK LEAVE.....	9
(A) Accrual.....	10
(B) Accumulation and Payoff.....	10

(C) Catastrophic Leave Program.....	10
(D) Supplement to Workers Compensation	10
(E) Sick leave may be used for:.....	11
ARTICLE 13. SICK LEAVE AND TERMINATION OF EMPLOYMENT	12
ARTICLE 14. BEREAVEMENT LEAVE.....	12
ARTICLE 15. MILITARY LEAVE OF ABSENCE.....	13
ARTICLE 16. PREGNANCY DISABILITY LEAVE	13
(A) Leave Request.....	13
(B) Four Month Leave Defined	13
(C) Reinstatement.....	13
(D) Compensation.....	13
(E) Health Insurance	13
(F) Family and Medical Leave Act	14
ARTICLE 17. FAMILY CARE LEAVE	14
ARTICLE 18. VOTING LEAVE	14
ARTICLE 19. JURY LEAVE	14
ARTICLE 20. LEAVE WITHOUT PAY	14
ARTICLE 21. ABSENCE WITHOUT AUTHORIZATION	15
ARTICLE 22. PHYSICAL EXAMINATIONS.....	15
ARTICLE 23. FRINGE BENEFIT ADMINISTRATION.....	15
ARTICLE 24. CAFETERIA BENEFIT PLAN.....	16
ARTICLE 24A. EMPLOYEE ASSISTANCE PROGRAM	16
ARTICLE 25. LONG-TERM DISABILITY PROGRAM.....	16
ARTICLE 26. RETIREMENT SYSTEM	16
Section 3. New Members. The following benefits apply to New Members:	17
Section 4. Retiree Medical	18
ARTICLE 27. EDUCATIONAL ASSISTANCE	18
ARTICLE 28. WATER CERTIFICATIONS.....	19
ARTICLE 29. UNIFORMS	20
Section 7. Footwear	20
ARTICLE 30. GRIEVANCE PROCEDURE.....	21
Section 1. Definition of Grievance	21
Section 2. Business Days	21
Section 3. Time Limits for Filing Written Formal Grievances.....	21
Section 4. Informal Grievance	21
Section 5. Formal Grievance-Personnel Officer, Department Head	22
Section 6. Formal Process-City Manager.....	22
Section 7. Formal Process-Hearing Officer.....	22
Section 8. Formal Process-Personnel Appeals Board	23
ARTICLE 31. CITY RIGHTS.....	23
ARTICLE 32. SAFETY AND HEALTH.....	24
ARTICLE 33. DISASTER SERVICE WORKER STATUS	24
ARTICLE 34. DRUG ABUSE PREVENTION POLICY.....	25
ARTICLE 35. WORKPLACE VIOLENCE PREVENTION POLICY	25

Section 1. Weapons	26
Section 2. Threats	26
ARTICLE 36. LAYOFF PROCEDURE.....	26
Section 1. Layoffs.....	26
(A) The conditions of layoff shall be as follows:	26
(B) Transfer Job Elimination Policy	27
ARTICLE 37. NOTICE OF CONTRACTING OUT AND REDUCTION IN FORCE PROPOSALS	27
ARTICLE 38. PUBLIC COMPLAINTS	27
ARTICLE 39. COMMITTEE PARTICIPATION	27
ARTICLE 40. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES	28
Section 1. Dues Deductions	28
Section 2. Indemnification	29
Section 3. Work Access.....	29
Section 4. Steward Time	29
Section 5. Notification of New Employees.....	29
Section 6. Release Time	29
ARTICLE 41. NO STRIKE — NO LOCKOUT.....	30
ARTICLE 42. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING	30
ARTICLE 43. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT	30
ARTICLE 44. EMERGENCY WAIVER PROVISION	31
ARTICLE 45. AUTHORIZED AGENTS	31
ARTICLE 46. SEPARABILITY PROVISION	31
ARTICLE 47. MEMORANDUM OF UNDERSTANDING	31
ARTICLE 48. RATIFICATION AND EXECUTION	31
EXHIBIT "A" – WAGE, SALARY AND CLASSIFICATION PLAN	32
EXHIBIT "B" - DISCIPLINARY ACTION	334
Section 1. Discipline Defined.....	34
Section 2. Cause for Disciplinary Action	34
EXHIBIT "C" – ALTERNATIVE WORK SCHEDULE	35
EXHIBIT "D" – USE OF CITY VEHICLES AND EQUIPMENT.....	35
20.1 Use of City Vehicles and Equipment.....	35
20.2 Driver's License	35
20.3 Insurance	35
20.4 Electronic Tracking Technology	36
EXHIBIT "E" – RESTRICTIONS ON NEPOTISM	37
EXHIBIT "F" – AFFORDABLE CARE ACT (ACA) ANTI-RETALIATION PROVISIONS.....	38
INDEX	39

MEMORANDUM OF UNDERSTANDING
Between the
City of Lakewood
and the
Lakewood City Employees Association
FY –2022-2024

ARTICLE 1. RECOGNITION

Pursuant to the provisions of Employee Relations Resolution No. 74-82 of the City of Lakewood, the City of Lakewood (hereinafter called the "City"), has recognized the Lakewood City Employees Association (hereinafter called the "Association"), as the formally recognized employee organization for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and the Employer/Employee Relations Resolution when City rules, regulations or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

ARTICLE 2. NON-DISCRIMINATION

Section 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 to 3511.

Section 2. The City and the Association agree that the provisions of this agreement shall be applied equally to all employees without discrimination because of race, color, ancestry, sex, marital status, age (over 40), medical condition, physical disability, mental disability, sexual orientation, national origin, political affiliation, religious creed or other legally protected classification. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

ARTICLE 3. PROBATIONARY PERIOD

Section 1. All regular appointments, including promotional appointments, shall be for a period of not less than six months and may be extended by the Department Head with the approval of the City Manager for two additional three month periods.

Section 2. During the probationary period any employee, other than a promotional probationary employee, may be terminated with or without cause and shall not be subject to review except where the employee is accused of dishonesty, immorality, corruption, excessive force, sexual misconduct, theft, disloyalty to the government, association with subversive governments, substance abuse or racism. Where a probationary employee is to be terminated for one of the reasons set forth above, and if the employee denies the charges, he/she shall be entitled to notice and an opportunity to clear his/her name before the decision to terminate is made. The name-clearing hearing shall be conducted in accordance with the procedure set forth in Section 8.6 of the Personnel Rules, Regulations and Procedures.

Section 3. In the event the promotional employee does not pass probation, he shall be demoted to the previous classification by the Department Head with the approval of the City Manager.

ARTICLE 4. BASIC COMPENSATION PLAN

Section 1. Wage and Salary Plan. Effective the first payroll in July 2022, the City shall grant an across-the-board increase of 4.5%. Effective the first payroll in July 2023, the City shall grant an across-the-board increase of 3.5%. Additionally, the City shall provide eligible employees a one-time, non-PERSable lump sum payment in the gross amount of three thousand dollars (\$3,000), less applicable taxes and deductions, to be paid in the first payroll in July 2022. It is expressly understood that this one-time lump sum payment is non-PERSable pay and will not be used for pension calculation. Eligible employees will receive the one-time payment on a check separate from their paycheck.

Section 2. Application of Wage and Salary Plan. Each employee shall be assigned by the City Manager to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in salary plan shall be governed by the terms and provisions of this agreement and applicable City resolutions. In the event any employee of the City, on the date of adoption of this Wage and Salary Plan, is receiving a salary in excess of that authorized for said employee under said plan, said employee shall continue to receive said excess salary until the employee is reclassified, promoted or demoted.

The Wage and Salary Plan included in Exhibit "A" establishes the classification of employees and the range of salary for each classification on a step basis as therein set forth. Each step shall be for a period of one year of continuous service within the step except probationary employees may be advanced to the next higher step after completion of a six month probationary period.

Section 3. Beginning Rate of Compensation. All probationary appointments shall be at Step 1, except that on the request of the Department Head under whom the employee will serve and with the authorization of the City Manager, an employee may be placed at a higher step in the classification, provided that such exception is based on outstanding and unusual characteristics of the employee's experience and ability over and above the minimum qualifications specified for the class.

Section 4. Step Advancement. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. The effective date for such advancement shall be the first day of the pay period in which the employee's advancement date falls subject to approval of the City Manager. Step advancement shall be granted only on the written recommendation of the Department Head and upon the approval of the City Manager. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, as indicated in the employee's most recent evaluation report.

Section 5. Employee Performance Evaluation Procedures. Procedures for preparation, administration and approval of employee performance appraisals shall be those procedures contained in the Personnel Rules. Additionally, employees may appeal overall performance ratings of "NEEDS IMPROVEMENT" reviews to the Human Resources Manager when the review results in denial or postponement of a step increase. This appeal is not part of the grievance process and the decision of the Human Resources Manager is final. Appeals must be submitted in writing to the Human Resources Manager within ten calendar days of meeting with his or her department head as provided for in Section 15 of the Personnel Rules, Regulations and Procedures.

Section 6. Continuous Employment. Continuous employment, as used herein, shall include paid time off, such as vacation, sick leave and excused unpaid time off up to a maximum of four continuous months unless extended by approval of City Manager up to four additional months.

Section 7. Promotional Procedures. Promotional procedures shall be those contained in the Personnel Rules, Regulations and Procedures.

Section 8. Starting Rate on Promotion. Any employee covered by this agreement and promoted into a higher classification shall be assigned to Step 1 in the new classification or to the lowest step in the new classification that will provide an increase of at least 2.5% over the salary received immediately prior to such promotion.

Section 9. Starting Rate on Return to Duty. Where an employee has been separated from the City's service for not more than one year and returns to duty in the same classification, he shall be assigned to the same step in the wage and salary plan corresponding to the range and step received by said

employee at the time of separation provided the City Manager has found that said separation by the employee was without prejudice to the employee's returning at a later date. The right to subsequent advancement shall be computed from the time the employee has returned to the City's service.

Section 10. Special Merit Advancement. The City Manager may advance an employee to a higher step in the classification plan without regard to the minimum length of service provisions where said employee has demonstrated exceptional ability and proficiency in the performance of his duties.

Section 11. Special Compensation. Employees may be eligible for special compensation under the terms and conditions specified below.

- (1) **Merit Pay** - In addition to the Special Merit Advancement provision in Section 10 of this article, any employee may be awarded special compensation in the amount of five percent (5%) of base salary over the last step as merit advancement, where said employee has routinely and consistently demonstrated exceptional ability and proficiency in the performance of his duties.
- (2) **Special Assignment Pay** - An employee, designated by the City, to routinely and consistently perform skilled welding duties in addition to his/her regularly assigned duties will be eligible for special assignment pay. Eligibility for special assignment pay is subject to the approval of the Department Director and the Personnel Officer and their decision is not subject to appeal. The designated employee is required to maintain his/her Certified Welder License and provide a copy to the Personnel Department. Should the employee's duties change such that the use of welding skills is no longer routinely and consistently needed or they no longer possess the required license, the special assignment pay shall cease. The designated employee shall receive \$200 per month in addition to his/her regular salary.
- (3) **Bilingual Pay** – Any employee required by the City to routinely and regularly use his/her translation and interpretation skills in the performance of his or her regular duties that include customer service and public contact will be eligible for bilingual pay. Should the employee's duties change such that the use of bilingual skills is no longer required, the bilingual skill pay shall cease. Eligibility for bilingual pay is subject to the approval of the Department Director and the Personnel Officer and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal. An employee required to use bilingual skills shall receive \$90 per month pay in addition to his/her regular salary.
- (4) **Longevity Pay** - Compensation for Length of Service
 - i. Effective July 1, 1997, employees shall be paid lump sum longevity payments on the achievement of 10, 15 and 20-year service milestones with the City. Eligibility for longevity lump sum payments shall be certified by the City Manager or his designee to the Director of Administrative Services.
 - ii. The longevity lump sum payments shall be at the rate of 1% of annual salary on achieving 10 years of cumulative service and each year thereafter for years 11, 12, 13 and 14. Upon completing 15 years of cumulative service the rate will be increased to 2% of annual salary and continue at that rate for years 16, 17, 18 and 19. Upon reaching 20 years of cumulative service, the rate will increase to 2.5% and be paid at that rate for each year of full-time service thereafter. When an employee completes his/her 15th year of longevity-eligible service, 1% of their 2% lump sum payment due shall be deposited in their 401(a) Plan account and 1% shall be distributed to the employee in cash payment. When an employee completes his/her 20th year of longevity-eligible service, 1.5% of the 2.5% lump sum payment due shall be deposited into their 401(a) Plan account and 1% shall be distributed to the employee in a cash payment. Employees with more than 15 years of service are eligible for this contribution. Annual salary, for the purposes of this section, shall be calculated at the employee's current rate of pay in their regular position on the date in which eligibility is achieved.

- iii. Employee's "anniversary date" shall be the "effective date" of regular full-time employment as it appears on the employee's Personnel Action Form prepared at the time of hire.
- iv. Longevity lump sum payments shall be paid on the next regular payday after the pay period in which the anniversary date falls.
- v. If an employee, after establishing a right to longevity lump sum payment, should be terminated prior to his or her anniversary date in any subsequent year by reason of death, an industrial accident disability rating of 50% or more, illness, or a nonindustrial accident preventing discharge of normal duties, said employee shall receive his pro rata share of such longevity lump sum payment to the date of termination.

Section 12. Reduction in Salary. An employee receiving a salary at a step higher than Step 1 may be reduced for cause by one or more steps by the City Manager upon recommendation of his Department Head. Any reduction in salary which is imposed as discipline may be grieved by nonprobationary employees in the same manner as other disciplinary actions.

Section 13. Demotion. The City Manager may demote an employee for cause to a lower classification more commensurate with the employee's qualification or capabilities. In such an event, the employee shall be reclassified and assigned to the step in the new classification at the highest salary step that will provide a reduction in salary received immediately prior to such demotion. Any demotion which is imposed as discipline may be grieved by nonprobationary employees in the same manner as other disciplinary actions.

Section 14. Written Recommendations. Step advancements, special merit advancements, reductions in salary, reclassifications, promotion and demotions shall be on the written recommendation of the Department Head to the City Manager and shall contain substantiating information.

Section 15. Pay Periods. All employees shall be paid on a bi-weekly basis in accordance with the monthly rates shown in the Wage and Salary Plan marked Exhibit "A." The bi-weekly pay period shall begin on Sunday and end on the Saturday of the following week. The payday shall be on Thursday following the end of the pay period or the nearest day prior to the Thursday if such day should fall on a holiday.

Section 16. Career Employees Medical Retirement Benefit. Establishes a plan under which Lakewood employees may receive a monthly supplemental payment for the purpose of assisting qualified retirees with premium payment and co-pays on medical, dental, vision, and prescription insurance.

(A) Eligibility requirements for the plan are:

- (1) Employee must retire under California Public Employees Retirement System (CalPERS) directly from Lakewood City Service during the term of this agreement;
- (2) Employee must attain the age of 55 years or older and have completed at least 20 years of service with Lakewood, 10 years of which is immediately prior to retirement with the City of Lakewood as a full-time regular employee; OR attain the age of 60 years and have completed at least 15 years of service, 10 years of which is immediately prior to retirement with the City of Lakewood as a full-time regular employee.

(B) Subject to the cost containments below, a qualifying employee who retires during the term of this agreement shall receive a monthly defined benefit as listed below, until such time as retiree has met the insured status requirement for Medicare. Thereafter, the retiree's payment shall be reduced to the Medicare-eligible amount.

(C) Effective July 1, 2019: eligible employees retiring under the term of this agreement will receive a career employees' medical retirement benefit at an amount equivalent to 100% of the Kaiser single employee new rate under the CalPERS plans for Pre-Medicare (\$618.64), and Medicare-coordination (\$323.47) retirees retrospectively; this benefit will change on January 1, 2020, and each consecutive year for the term of the agreement to

adjust to the Kaiser single person rate. For purposes of calculating the Kaiser retiree rate, the city shall use the rate charged in the CalPERS region 3 health rates.

- (D) For retirees enrolled in a CalPERS medical plan, the City provided Career Employees Medical Retirement Benefit is reduced by the Public Employees Medical and Hospital Care Act (PEMHCA) minimum employer contribution. In no instance shall the total of both benefits (Career Employees Medical Retirement Benefit and PEMHCA) increase to exceed 100 percent of the single person Kaiser premium.
- (E) The City shall determine the insured status requirement of Medicare on the basis of the retiree's ability to satisfy the required social security quarters of coverage (SSQC) or government employment quarters of coverage (GEQC) necessary for Medicare Part A (Hospitalization).
- (F) In the same manner as CalPERS, qualified retirees shall receive an annual cost-of-living adjustment in their benefit not exceeding 2% annually for the duration of the retiree's eligibility.
- (G) To ensure the plan's affordability, the following cost containments are agreed to:
 - (1) Maximum term of benefits paid to a qualifying employee shall be equal to the number of months of eligible Lakewood City Service prior to retirement.
 - (2) Benefits shall cease if retiree receives post-retirement employment and is eligible for employer-paid medical insurance unless the retiree makes a written request to suspend benefits for the post-retirement employment period. Upon receiving this written request, the Director of Finance & Administrative Services shall bank the remaining months of the retiree's eligible Lakewood City Service years. At the end of the post-employment period and the retiree's written request for resumption of his Career Employee Medical Retirement monthly benefit, the remaining banked months will be distributed over the months remaining.

The City reserves the exclusive right to develop and implement policies for the function of administering this program in conformity to the benefit provided in this Section without further consultation with the Association.

Section 17. Restrictions on Nepotism. Rules governing the employment of relatives shall be those rules contained in the Personnel Rules, Regulations and Procedures (Exhibit E).

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

The City shall pay overtime for all hours worked in excess of 40 hours in one work week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. SS 201, et seq. "Hours worked" do not include time for which persons are compensated, but do not actually work, except for holiday pay.

- (A) Employees covered by this agreement shall be compensated for authorized overtime at the rate of one and one-half (1 ½) times their equivalent hourly rate of pay.
- (B) Notwithstanding any provision of this section to the contrary, all approval for overtime must be requested and granted prior to working said overtime, except in the case of any emergency which shall be reported to the City Manager on the next day of work for the City Manager's approval.
- (C) Use of compensatory time in lieu of overtime pay shall be as follows:
 - (1) Accumulated compensatory time off may be taken by an employee at times approved by the Department Head and authorized by the City Manager, with due consideration given the wishes of the employee and needs of the service performed by the employee to the City.

- (2) Any overtime earned and chosen to be taken as compensatory time off may be allowed to accumulate to be taken as compensatory time off at a later date. Accumulated and unused compensatory time off will be paid off at the end of the second pay period in June. Said accumulation shall not exceed 60 hours at any one time except during the three month period prior to pay-off when maximum accumulation shall remain at 40 hours. Compensatory time off is subject to the same approval process as used for granting vacation time. All compensatory time off shall be taken within the fiscal year earned or will be paid in cash at the employee's regular rate of pay at the end of the second pay period in June, except for compensatory time earned after the second pay period in June which will be carried over into the next fiscal year.
- (D) Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

ARTICLE 6. REIMBURSEMENT FOR ACTUAL AND NECESSARY EXPENSES

Employees shall be reimbursed for their actual and necessary expenses incurred in the performance of official duty when authorized or approved by the City Manager. All claims for reimbursement shall be submitted to the City Council for approval. Said claims shall be made under oath setting forth that the expense has been actually and necessarily incurred, the date of the incurrence, an itemization of the expenses so incurred, and on the form approved by the Director of Finance & Administrative Services.

Required training and license fees for water department employees and those dealing with pesticides, as designated by the department head, will be paid.

When authorized, City officers and employees shall receive mileage reimbursement in an amount equivalent with the Internal Revenue Service standard mileage rate to cover the use by them in City business of their personal vehicle while performing official duties. An itemized statement on a form provided by the Director of Finance & Administrative Services will be submitted for approval by the City Council. Those officers and employees receiving mileage will provide to the Personnel Officer, verification that the vehicle used on city business is covered by liability and property damage insurance as required by state law, and that the employee has a valid operator's license.

ARTICLE 7. WORKING OUT OF CLASS

Section 1. The City may work employees out of classification for up to ten consecutive working days without additional compensation.

Section 2. An employee shall receive acting pay at 5% above the employee's regular salary for work performed out of class on the eleventh consecutive day of working out of class and for each consecutive day thereafter that an employee works out of class.

Section 3. During the ten consecutive working day eligibility period before an employee is entitled to receive acting pay, absence for any reason, except absence due to a regularly scheduled holiday or a regularly scheduled day off, shall break consecutiveness and cause an employee to be ineligible to receive acting pay.

Section 4. The 10-day qualifying period shall be required only for the first out-of-class assignment worked in each classification during the fiscal year.

Section 5. The City shall retain the exclusive right to determine if an "out-of-class" status has occurred based on the range of responsibilities assigned to the affected employee.

Section 6. The City shall determine the necessity for appointing individuals in acting capacity to permanent status.

ARTICLE 8. STANDBY PAY AND CALL BACK PAY

Section 1. Standby Pay. Employees who are scheduled on the standby list and who are on call and available to work shall receive one and one-half (1 ½) hours pay or compensatory time off at one and one-half (1 ½) times the employee's hourly rate of pay, for each regularly scheduled work day the employee is on standby, and three hours pay or compensatory time off at one and one-half times the employee's hourly rate of pay for standby performed on the employee's regularly scheduled days off, or holidays designated in this agreement. In addition to standby base pay, employees who are called and report to duty will receive a minimum of one (1) hour of pay at the rate of time and one-half (1 ½) of the employee's straight time hourly rate of pay, or actual hours worked, whichever is greater, at time and one-half (1 ½). Employees who can resolve the call back via phone or other electronic means without reporting to duty shall receive 15 minutes minimum or actual time engaged, whichever is greater, at time and one-half (1 ½). If an employee receives multiple calls or responds electronically multiple times within 15 minutes, they shall only receive one 15 minute minimum or actual time engaged whichever is greater.

Changes in the standby assignment of an employee must receive prior approval of the standby supervisor. All classifications will perform standby duty if assigned. Mobile electronic devices will be provided for employees designated by the Department Head as standby employees.

Section 2. Emergency Call Back Pay. If an employee has left the premises of the City at the end of the employee's regular shift and is called back to work and reports for work, employee shall be paid a minimum of two hours pay at the rate of time and one-half (1 ½) of the employee's regular straight time hourly rate of pay or the actual number of hours worked, whichever is greater.

Section 3. The overtime requirement, contained in Article 5, that overtime pay shall be for all hours worked in excess of 40 hours in one work week, shall not apply to Emergency Call Back, Standby or Unscheduled Overtime. Unscheduled Overtime occurs when the employee receives less than 24 hours' notice of work beyond a regular shift.

Section 4. Nothing herein shall be construed to require the City to establish any standby duty for employees in any department.

ARTICLE 9. LUNCH AND REST PERIODS

Employees shall be entitled to no more than two rest periods per day, one during the first half of the work shift and one during the second half of the work shift, not to exceed 15 minutes per period. Said rest periods shall not be cumulative. Lunch period shall be granted to all employees of at least 30 minutes per day.

ARTICLE 10. WORK HOURS AND HOLIDAYS

Section 1. Holiday schedules shall be as listed below for employees working the standard 9/80 alternative work schedule, the 9/80 opposite Friday-off schedule or the standard 5/40 work schedule. Holiday schedules for employees who work a schedule other than those mentioned above will be determined by the City Manager and assigned in accordance with Section 3 below.

Standard 9/80 Schedule	FY 2022-2023	FY 2023-2024
Independence Day	Monday, 07/04/2022	Tuesday, 7/04/2023
Labor Day	Monday, 9/05/2022	Monday, 9/04/2023
Veterans Day	<i>Thursday, 12/29/2022</i>	<i>Tuesday, 12/26/2023</i>
Thanksgiving Day	Thursday, 11/24/2022	Thursday, 11/23/2023
Day after Thanksgiving	<i>Tuesday, 12/30/2022</i>	<i>Wednesday, 12/27/2023</i>
Christmas Eve Day	<i>Monday, 12/26/2022</i>	<i>Thursday, 12/28/2023</i>
Christmas Day	<i>Tuesday, 12/27/2022</i>	Monday, 12/25/2023
Holiday Leave*	<i>Thursday, 12/29/2022</i>	<i>Friday, 12/29/2023</i>
New Year's Day	<i>Wednesday, 12/28/22</i>	Monday, 1/1/2024
Martin L. King Day	Monday, 1/16/2023	Monday, 1/15/2024

President's Day	Monday, 2/20/2023	Monday, 2/19/2024
Memorial Day	Monday, 5/29/2023	Monday, 5/27/2024

Alternate 9/80 Schedule	FY 2022-2023	FY 2023-2024
Independence Day	Monday, 07/04/2022	Tuesday, 07/04/2023
Labor Day	Monday, 9/05/2022	Monday, 9/04/2023
Veterans Day	Friday, 11/11/2022	Tuesday, 12/26/2023
Thanksgiving Day	Thursday, 11/24/2022	Thursday, 11/23/2023
Day after Thanksgiving	Friday, 11/25/2022	Friday, 11/24/2023
Christmas Eve Day	<i>Monday, 12/26/2022</i>	<i>Wednesday, 12/27/2023</i>
Christmas Day	<i>Tuesday, 12/27/2022</i>	Monday, 12/25/2023
New Year's Day	<i>Wednesday, 12/28/2022</i>	Monday, 1/01/2024
Holiday Leave*	<i>Thursday, 12/29/2022</i>	<i>Thursday, 12/28/2023</i>
Martin L. King Day	Monday, 1/16/2023	Monday, 1/15/2024
President's Day	Monday, 2/20/2023	Monday, 2/19/2024
Memorial Day	Monday, 5/29/2023	Monday, 5/27/2024

Regular 5/40 Schedule	FY 2022-2023	FY 2023-2024
Independence Day	Monday, 07/04/2022	Tuesday, 7/04/2023
Labor Day	Monday, 9/05/2022	Monday, 9/04/2023
Veterans Day	Friday, 11/11/2022	<i>Tuesday, 12/26/2023</i>
Thanksgiving Day	Thursday, 11/24/2022	Thursday, 11/23/2023
Day after Thanksgiving	Friday, 11/25/2022	Friday, 11/24/2023
Christmas Eve Day	<i>Monday, 12/26/2022</i>	<i>Wednesday, 12/27/2023</i>
Christmas Day	<i>Tuesday, 12/27/2022</i>	Monday, 12/25/2023
Holiday Leave*	<i>Thursday, 12/29/2022</i>	<i>Thursday, 12/28/2023</i>
New Year's Day	<i>Wednesday, 12/28/2022</i>	Monday, 1/01/2024
Martin L. King Day	Monday, 1/16/2023	Monday, 1/15/2024
President's Day	Monday, 2/20/2023	Monday, 2/19/2024
Memorial Day	Monday, 5/29/2023	Monday, 5/27/2024

**City Council approved the use of Holiday Leave hours for FY 22/22; therefore, City Hall will be closed the week of December 26, 2022 to December 30, 2022. The approval included the credit of one "holiday leave" day for FY 22/23 for employees working an Alternate 9/80 work schedule and 5/40 work schedule. For FY 22/23 the one day is to be used on Thursday, December 29, 2022. City Council approved the closure of City Hall for FY 23/24; therefore, City Hall will be closed the week of December 25, 2023 to December 29, 2023. The approval included the credit of one "holiday leave" day credited for FY 23/24. For FY 23/24 the one day is to be used on Friday, December 29, 2023 for those that work a standard 9/80 work schedule. For those that work both the alternate 9/80 work schedule and 5/40 work schedule the "holiday leave" day will be used on Thursday, December 28, 2023.*

Section 2. In order to be eligible to receive holiday pay, an employee must have worked or be on paid leave of absence on the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, or is not on paid leave of absence on either of those days, the employee shall not be entitled to holiday pay.

Section 3. Where an employee's regular day off falls on a paid holiday, the employee shall receive the equivalent day off (not to exceed 9 hours) on the preceding or succeeding regularly scheduled workday.

ARTICLE 11. VACATION

Section 1. Accrual. Employees occupying full time, regular positions shall be credited with vacation time on a monthly basis in accordance with the following:

Years of Continuous Service	Hours Credited per Months of Service	Maximum Hours Accumulation
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0-3	89/12	160 hours
4-15	129/12	240 hours
15-plus	169/12	240 hours

Section 2. It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is discouraged. In no event may vacation be taken in increments of less than one working hour or for a period exceeding the number of credited vacation hours when said absence is at employee's request. However, up to nine hours of vacation leave may be scheduled in hourly increments at employee's request provided reasonable advance notice is tendered to supervisor in standard method provided that such use does not unreasonably impact the effectiveness of the work unit.

Section 3. Earned and accrued vacation leave shall not be taken during an employee's first 12 months of service. Any employee whose employment is terminated shall be paid for all unused vacation accumulated to the date of termination.

Vacation shall be taken at times approved by the Department Head and authorized by the City Manager with due consideration given to the wishes of the employee and needs of the service performed by the employee to the City.

Section 4. No employee shall be permitted to work for the City for compensation during his vacation unless approved by the City Manager.

Section 5. Any holidays falling within an employee's vacation shall not be charged as vacation. However, any extension of vacation time by the number of holidays shall be subject to approval of the employee's Department Head.

Section 6. The City Manager has authority to pay for excess vacation if it is to the advantage of the service.

Section 7. Terminated employees rehired after 30 days or more will earn vacation as a new hire.

Section 8. Vacation Accumulation, Defined 401(a) Contribution, Defined 401(a) Benefit. Employees with a total of 240 or more accumulated vacation hours shall meet with their supervisor by January 31 of each year with the goal of discussing with the employees the "reasonable feasibility" of discharging their annual allotment of additional vacation hours in the subsequent 12-month period.

- (A) **Vacation Accumulation.** Effective January 1, 2002, employees shall not accumulate vacation leave beyond 240 hours. Employees with balances in excess of 240 hours may continue to use these hours, but shall not accrue additional vacation hours until their balance drops below 240 hours.
- (B) **401(a) Defined Contribution.** Employees with accumulated leave balance in excess of 240 hours shall receive a defined contribution to their 401(a) account; no change is made to employees' entitlement to accumulate vacation leave up to 240 hours. Employees with a vacation leave balance of 240 hours or more at the end of any pay period shall have deposited by the City into their 401(a) Plan account, a defined contribution equal to their rate of pay times their current bi-weekly vacation accumulation entitlement.
- (C) **401(a) Defined Benefit.** Employees hired before January 1, 2013, upon separation from City service, payment for all accrued and unused vacation hours shall be deposited into the employee's 401(a) defined benefit plan account. Employees hired after December 31, 2012, upon separation from City service, payment for all accrued and unused vacation hours

ARTICLE 12. SICK LEAVE

Sick leave with pay shall be granted to all City employees covered by the Agreement as provided in this section. Sick leave shall not be considered as a right to which an employee is entitled at his discretion, but means and includes an approved absence from employment because of actual sickness or disability. Sick leave shall be approved by the Department Head and the City Manager. The City reserves the right to modify this policy to the extent the legal obligations under the Health Workplaces, Healthy Families Act of

2014 are further clarified by the legislature, a court, or other regulatory body.

- (A) **Accrual.** Employees shall accrue eligibility for sick leave on the basis of eight hours per month up to a maximum accumulation of either 240, 320 or 350 hours. Employees shall elect their sick leave accumulation cap at the time of appointment and may increase their cap in accordance with Section (B) (2) of this article. Employees may not elect to decrease their cap.

(1) Newly hired employees begin to accrue paid sick leave on the first day of employment.

- (B) **Accumulation and Payoff.**

(1) Employees that have elected a 240-hour sick leave cap will on the last pay day each November be paid in cash for any accumulated and unused sick leave in excess of 240-hour sick leave cap on accumulation at the rate of 60% of said excess. Said cash payment shall be at the employee's rate of pay as of the pay day immediately preceding the last pay day in November.

Employees that have elected either the 320-hour or 350-hour sick leave cap will on the last pay day each November be paid in cash for any accumulated and unused sick leave in excess of their elected sick leave cap on accumulation and unused sick leave in excess of their sick leave cap on accumulation at the rate of 70% of said excess. Said cash payment shall be at the employee's rate of pay as of the pay day immediately preceding the last pay day in November.

(2) Employees may individually elect to increase their current cap on accumulated sick leave to coordinate with the 60-day Long-term Disability Insurance elimination period requirements. Such an election is entirely voluntary and will be subject to time frames established by the City.

- (C) **Catastrophic Leave Program.** With the approval of the City Manager or his or her designee, employees may contribute a portion of their accrued sick leave hours for the use of an employee who has exhausted all other paid leave benefits and is unable to work. Specified below are the eligibility criteria for donating leave and receiving leave donations.

(1) Donating Leave. In order to be eligible to donate sick leave hours, an employee must have a minimum balance of 120 hours in their leave bank after the donated hours are made.

(2) Receiving Leave Donations. The maximum amount of donated sick leave an employee may receive for any one illness or injury is 60 days. An employee who has already exhausted all of his/her accrued paid leave (or is about to exhaust it) may request leave donations under the following conditions:

- i. Because of employee's own serious illness or injury; or
- ii. Because employee's immediate family member has a serious life threatening illness or injury. A "serious life threatening illness or injury" is defined as an injury or illness which is terminal or life threatening, as certified by the individual's personal physician.

(3) Immediate Family Members. Qualifying family members are limited to the following:

- i. Employee's spouse or registered domestic partner;
- ii. Employee's child(ren); and
- iii. Employee's parent(s)

- (D) **Supplement to Workers Compensation.** Employees may use earned and accumulated sick leave benefits to supplement payments received from Workers Compensation

Insurance to make up the difference between said payment and the employee's regular salary.

(E) Sick leave may be used for:

- (1) An absence necessitated by the employee's physical incapacity as may be prompted by illness, injury, pregnancy disability, preventive care or diagnosis, care or treatment of an existing health condition, or the illness, injury, preventive care or diagnosis, care or treatment of an existing health condition of an employee's immediate family member which necessitates the employee's absence. Immediate family is defined as spouse, legal domestic partner, child, step-child, foster child, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, nephew, niece, stepparent, grandparents, grandchildren or persons living in the same household and related by blood.
- (2) Medical and dental office appointments when the employee cannot obtain an appointment during off-duty hours for the employee or his or her dependents.
- (3) Absence due to exposure to a contagious disease when quarantine is imposed by health authorities.
- (4) Sick leave may be used for all qualifying events as provided for under the City's Family Care and Medical Leave Policy.
- (5) Sick leave may be used for all qualifying events and eligible family members as provided for under the Health Workplace, Healthy Family Act of 2014. Employees may also use sick leave to obtain relief or services related to being a victim of domestic violence, sexual assault or stalking, including the following with appropriate certification of the need for such services:
 - i. A temporary restraining order or restraining order.
 - ii. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - iii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking.
 - v. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - vi. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.
- (6) Vacation may not be used in lieu of sick leave for an employee's own sickness or medical appointments unless sick leave accruals have been exhausted first.
- (7) Absence not to exceed three working days because of death, serious illness or illness when death appears imminent, of a member of the employee's immediate family. Immediate family is defined as spouse, legal domestic partner, child, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, nephew, niece, stepparent, stepchild, grandparents, grandchildren or persons living in the same household and related by blood.

- (F) Notification Requirements:** An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their immediate supervisor (or other person selected by the Department Head) if the need for paid sick leave is foreseeable (e.g.,

doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as practicable. Whenever reasonably possible, an employee shall notify his immediate supervisor or other person selected by the Department Head prior to or within 30 minutes after the time set for beginning of his/her daily duties.

- (G) **Physician's Certificate:** The City may require a physician's certificate under the following conditions:
- (1) After an absence of three (3) continuous days due to the employee's own illness or disability period to indicate employee is medically released to return to work, with or without restrictions.
 - (2) If the City Manager or Department Head has reasonable cause to believe that the benefit is being abused by an employee.
- (H) **Overtime Computation:** Paid sick leave will not be considered hours worked for purposes of over-time calculation.
- (I) **Separation from the City:** An employee will not receive compensation for unused paid sick leave upon termination, resignation, or other separation from employment of the City. Certain exceptions apply (see Article 13).
- (1) If an employee separates from City employment and is rehired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

ARTICLE 13. SICK LEAVE AND TERMINATION OF EMPLOYMENT

Sick leave is a privilege extended by the City and employees are expected to build a reserve to use as needed. Therefore, earned but unused sick leave is accumulated for the purpose of reimbursing employees who are absent from gainful employment due to sickness. As a result, employees shall not be compensated for accrued, unused sick leave upon termination of employment except as stated below:

City will provide sick leave payoff to employees retiring directly from City service under the Public Employees' Retirement System based on the following formula:

- (A) A retiring employee that elected a 240-hour base will be paid at the time of retirement 50% of all accumulated and unused sick leave hours. . Payment will be made at the employee's regular rate of pay.
- (B) A retiring employee that elects either the 320-hour or 350-hour base will be paid at the time of retirement 75% of all accumulated and unused sick leave hours. Payment shall be made at the employee's regular rate of pay
- (C) The payment due under items (A) and (B) above shall be made to the employee's 401(a) Plan account, if employee was hired on or before December 31, 2012. Employees hired on or after January 1, 2013 will receive payment on their final paycheck.

ARTICLE 14. BEREAVEMENT LEAVE

Effective July 1, 2019, a Department Head or designee shall authorize bereavement leave with pay for an absence due to the death, serious illness or illness when death appears imminent, of a member of the employee's immediate family under the terms and conditions listed below.

- (A) **Immediate Family:** is defined as spouse, legal domestic partner, child, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, nephew, niece, stepparent, stepchild, grandparents, grandchildren or persons living in the same household and related by blood.

- (B) **Number of Paid Bereavement Leave Days:** Effective July 1, 2018, employees shall be allowed up to three (3) working days of bereavement leave with pay per occurrence. Effective July 1, 2019, employees shall be eligible for four (4) days of bereavement leave with pay for a loss requiring travel more than 500 miles one way, with verification provided by the employee on the need to travel.
- (C) **Compensation for Additional Bereavement Leave:** Employees may request additional time off for bereavement leave purposes; however, any time off in excess of the time periods listed above shall be charged to the employee's designated accrued leave, e.g. vacation, compensatory time off, sick leave. The use of accrued sick leave for bereavement purposes shall be subject to the provisions specified in Sick Leave, Article 12 (E) (7).
- (D) **Bereavement Leave Request:** Employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

ARTICLE 15. MILITARY LEAVE OF ABSENCE

An employee required to take military training two weeks each year, shall be entitled to military leave of absence under the provisions of state law found in Sections 395-395.02 of the Military and Veterans Code.

ARTICLE 16. PREGNANCY DISABILITY LEAVE

As provided by California State law under the Pregnancy Disability Leave Act (PDL), a female employee who is medically unable to work because of actual disability because of pregnancy, childbirth or related medical conditions may request a reasonable accommodation, transfer or an unpaid leave-of-absence of up to four months.

- (A) **Leave Request.** The request for such leave must be in writing to the City Manager and be accompanied by a doctor's verification of disability.
- (B) **Four Month Leave Defined.** A "four month leave" means time off for the number of days the employee would normally work within four calendar months (one-third of a year equaling $17\frac{1}{3}$ weeks). For a full-time employee who works 40 hours per week, "four months" is equal to 693 hours of leave entitlement, based on 40 hours per week times $17\frac{1}{3}$.
- (C) **Reinstatement.** Upon expiration of the approved pregnancy disability leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure of the employee to report back to work or make other arrangements with the City within 24 hours following the expiration of the leave shall be cause for immediate discharge. Upon reporting back to work, the employee must provide a doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations.
- (C) **Compensation.** An employee on pregnancy disability leave shall receive no compensation, shall accumulate no vacation, holidays, sick leave or other benefits while on such leave. The pregnancy disability leave will be paid to the extent that employee has accrued leave.
- (D) **Health Insurance.** The City shall continue to make contributions to the health insurance coverage of employees on pregnancy disability leave in the same manner as when the employee is on a paid status. Employees who desire to maintain their insurance benefits for themselves and dependents shall be required to pay any excess amount over and above the City's contribution to health care benefits in order to maintain the policies while on such leaves. Arrangements for payment must be made with the City and if the payment is not received by the required date, employee and dependent coverage will be dropped.

- (E) **Family and Medical Leave Act.** Should an employee on pregnancy disability leave also qualify for disability leave under the Federal Family Care and Medical Leave Act (FMLA), such leave shall run concurrently with the pregnancy disability leave. Additional benefits may also be available to eligible employees under the California Family Rights Act (CFRA).

ARTICLE 17. FAMILY CARE LEAVE

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City of Lakewood will provide family and medical care leave for eligible employees.

Provisions setting forth unit members' rights and obligations with respect to such leave are contained in the Personnel Rules, Regulations and Procedures. Rights and obligations not specifically set forth in the Personnel Rules, Regulations and Procedures are set forth in the Department of Labor regulations implementing the Family and Medical Leave Act of 1993, and as amended, and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act.

ARTICLE 18. VOTING LEAVE

When work schedules do not permit time to reach the polls, employees shall be permitted time off with pay to vote as necessary in any local, state or federal election when held on the employee's regular day of work. Arrangements for time off shall be made with the Department Head.

ARTICLE 19. JURY LEAVE

Section 1. In the event any regular full-time employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive his or her regular compensation for any regularly scheduled working hours spent in actual performance of such service. No employee shall receive pay for Jury Service unless all jury fees paid to the employee, less allowed automobile expenses, are turned over to the City. The City shall compensate employees for Jury Service at their regular rate of pay (excluding special pay, such as welding pay, acting pay, etc.) during their regular work hours for the minimum number of days required by State law or five days, whichever is less. In order for this time to be extended, the Jury Supervisor or presiding judge of the court must obtain the prior approval of the City Manager or designee. In the event of a disagreement between the court and the City regarding an employee's Jury Service, the employee will not suffer a loss of pay. The employee shall be entitled to keep any mileage allowance provided by the court. The employee shall remit to the City the amount of pay he/she received from the court for Jury Service. Employees will report to work before and/or after Jury Service as may be needed by the City.

Section 2. If an employee is called as a witness on behalf of the City, the employee shall receive normal pay for time spent serving as a witness for the City. Employees shall be required to pay to the City any witness fees that accrue to them for witness service as a condition of receiving their normal pay while serving as a witness for the City.

Section 3. Whenever it becomes necessary for the City Manager to invoke a hiring freeze, the practice of providing regular pay to employees serving on jury duty may be temporarily suspended by the City Manager until such time as the hiring freeze is lifted.

Section 4. Employees serving on jury duty at the time a hiring freeze is invoked shall be permitted to complete their jury service and receive their normal pay as provided in Section 1 above.

ARTICLE 20. LEAVE WITHOUT PAY

The City Manager may grant an employee a leave of absence without pay for a period not exceeding four months unless extended by the City Manager for an additional four months. Request for such leave must be in writing, stating the reason for the request and containing the recommendation of the Department Head. This leave is separate and distinct from Family Care and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leaves. Leave Without Pay as described in this article will not be

granted as a substitute for CFRA or FMLA leaves when those leaves are applicable.

Upon expiration of the approved leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure of the employee to report back to work or make other arrangements with the City within 24 hours after the expiration of the leave shall be cause for immediate discharge.

Any employee on leave-without-pay shall receive no compensation, shall accumulate no vacation, holidays, sick leave or any other benefits while on such leave.

The City shall continue to contribute in the same manner to insurance coverage for employee and covered dependents while the employee is on leave-without-pay due to approved FMLA, CFRA and PDL leaves and accepted Total Temporary Disability leaves under workers compensation.

Employees desiring to maintain their optional insurance and/or dependent health coverage while on such leave must arrange to pay the optional insurance premium and/or their portion of the dependent costs, normally deducted from their paycheck, directly to the City. If such arrangements are not made, dependent health coverage and optional insurance coverage will be dropped.

The City shall make *no* contribution to the insurance coverage of employees on leave without-pay except when the employee is receiving Total Temporary Disability Benefits for industrial illness or injury. If an employee desires to continue to maintain insurance benefits for himself and his dependents, the City shall permit employee to make the *entire* contribution to maintain the policies while on such leave. Arrangements for payment must be made with the City and if such payment is not received by the required payment date, employee coverage will be dropped.

ARTICLE 21. ABSENCE WITHOUT AUTHORIZATION

Absence without authorization, whether voluntary or involuntary, for three consecutive working days shall be considered an automatic resignation from City employment as of the last date on which the employee worked or the last date the employee was to return from an authorized absence. The procedure for implementing an automatic resignation is contained in Section 22.0 of the City's Personnel Rules, Regulations and Procedures. It shall be the employee's responsibility to promptly inform the City as to his or her leave status.

ARTICLE 22. PHYSICAL EXAMINATIONS

No person shall become an employee of the City without first passing a physical examination. The City Manager may, in his or her discretion and with reasonable cause, require any employee to submit to and pass a physical examination as a condition of continued employment.

The employee shall provide the City's doctor with a release authorizing the doctor access, through the employee's personal physician, to those medical records necessary for determining the employee's ability to perform the essential functions of his or her job. A transmittal letter to the doctor shall include the nature of the work that the position requires. Said physical examination shall be for the purpose of determining whether any such employee has the necessary and ordinary good health to perform the duties of his or her position. Ordinary good health as used herein shall include both physical and mental health, as determined by the physician conducting said physical examination and within the regulations of the Americans with Disabilities Act.

All physical examinations shall be at the expense of the City, and by those physicians retained by the City Manager for that purpose.

ARTICLE 23. FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City will select the insurance carrier or administrator of any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selecting and Funding. In the administration of fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits provided under the terms of this Memorandum of Understanding, provided that the benefits to the employees shall be no less than those in existence as of the date of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding coverage for any benefits provided hereunder occurs, the City shall consult with the Association prior to any change of insurance carrier or method of funding coverage.

ARTICLE 24. CAFETERIA BENEFIT PLAN

Section 1. In lieu of contributions toward individuals' medical, dental and vision programs, the City has established a cafeteria benefit plan under the provisions of Internal Revenue Code Section 125. Employees shall be permitted to choose those benefits they wish to purchase including medical, dental, vision, life insurance and any other optional benefit the City shall establish.

Section 2. The City reserves the exclusive right to develop and implement policies and procedures for the administration of the cafeteria benefit plan.

Section 3. Effective with the first paycheck in December 2022, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,334.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage for a medical plan will be eligible for a total monthly contribution of \$1,440.00 towards cafeteria benefits. Employees electing family coverage for a medical plan will be eligible for a total monthly contribution of \$1,550 towards cafeteria benefits. Effective with the first paycheck in December 2023, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,359.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage for a medical plan will be eligible for a total monthly contribution of \$1,490.00 towards cafeteria benefits. Employees electing family coverage for a medical plan will be eligible for a total monthly contribution of \$1,650 towards cafeteria benefits. Effective with the first paycheck in December 2023, the maximum cafeteria monthly benefit available for employees that elect to opt out of a medical plan will be \$1,359.02. The cafeteria monthly contribution is inclusive of the statutory Public Employees Medical and Hospital Care Act (PEMHCA) minimum contribution.

Section 4. Employees shall be eligible to participate in said program the first day of the month following completion of one full month of continuous full-time employment. Benefits and rights shall be governed by the rules and regulations of the group insurance plans.

Section 5. The City will pay the "employee only" premium for mandatory employee vision insurance coverage.

ARTICLE 24A. EMPLOYEE ASSISTANCE PROGRAM

A City-paid Employee Assistance Program (EAP) of counseling and telephone referral services for employees and eligible dependents shall be provided.

ARTICLE 25. LONG-TERM DISABILITY PROGRAM

City shall pay the premium and shall select and administer a Long-Term Disability plan. The benefit shall be 66% of maximum monthly earnings up to \$5,000 and the elimination period shall be 60 days.

ARTICLE 26. RETIREMENT SYSTEM

Section 1. The following benefits apply to those employees who are not "New Members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) but those

employees who are defined as “Classic Members”:

As long as the City of Lakewood is a member of the Public Employees Retirement System of the State of California (CalPERS), all qualified officers and employees, as well as those in the classified service, shall be members thereof. Contributions to the System shall be according to the rules and regulations of the System and Resolution No. 2022-46 of the City Council of the City of Lakewood adopted July 7, 2022, and entitled "A Resolution of the City Council of the City of Lakewood Approving the Tentative Agreement Between the City of Lakewood and the Lakewood City Employees Association and Establishing Employee Benefits, Defining the Conditions and Hours of Employment and Adopting a Classification and Compensation Plan for City Officers and Employees.

Effective the first payroll in July 2022, employees who fall under the “Classic Member” category will pay 4.25% of the employee member contribution (EPMC). The City shall continue to pay member contributions (2.75%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)].

Effective the first payroll in July 2023, employees who fall under the “Classic Member” category will pay 4.75% of the employee member contribution (EPMC). The City shall continue to pay member contributions (2.25%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)].

The retirement formula shall be the formula that provides members 2% of pay at age 55 for each year of service credited with Lakewood (2% at 55), and the period for determining the average monthly pay rate when calculating retirement benefits shall be the 12 highest paid consecutive months.

Section 2. The following benefit applies only to those employees who were employed by the City prior to January 1, 2013, and meet any and all other requirements as set forth below:

The City will continue to contract with the Public Agency Retirement System (PARS) to provide a 401(a) defined benefit (herein-after called the Stackable Plan) to its employees with all of the following features and conditions: All employees who are actively employed with the City on or after July 1, 2005; are eligible for a 401(a) defined benefit upon attainment of age 60 with 2 years of City Service. Benefits will not commence prior to July 1, 2006. The defined benefit will be 0.5% of final compensation times benefit service. “Benefit Service” will include all regular full-time service with the City on or after July 1, 2005 and 75% of regular full-time service with the City earned prior to July 1, 2005. “Final compensation” is the highest year of PERSable wages (salary plus 5%), subject to IRC 401(a) (17) limitations. “Salary” includes Longevity Pay.

The normal form for the benefits is life only; the joint and survivorship options provided are actuarially equivalent to the life only option. No lump sum option will be offered. There is no death or disability benefit. Benefits in payment status will increase by 2% per annum on the anniversary of the annuitant’s date of retirement.

Employees who retire from employment with the City after two years of regular full-time service and concurrently retire from CalPERS may choose to receive either a deferred retirement benefit to commence at age 60 or a refund of their employee contributions with interest compounded annually. Any other employee terminating employment with the City will receive a refund of their employee contributions, with 3% interest.

Contributions to the Plan began effective July 1, 2005, and will continue to be shared by the City and the employees as follows: (1) the City will contribute an amount equal to 5.75% of the employees’ compensation to the Plan for Fiscal Years 2016-2017 and 2017-2018 and additional costs, if any, as determined by biannual actuarial evaluations conducted for the Plan, and (2) the Employees will contribute 3% of their salary on a pre-tax basis of which the City pays 0.13%.

Section 3. New Members. The following benefits apply to New Members:

Employees who are “New Members” as defined by PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or a member of a reciprocal retirement system, or, who was a member of CalPERS, but has had a break in service of at least six months or more prior to working for the City for the first time) will receive the benefits as mandated by PEPRA, the key components of which include, but are not limited to, the following:

1. 2% @ 62 retirement formula;
2. 3 year final average final pensionable compensation;
3. No EPMC; New Members will have an employee contribution rate of at least 50% of normal cost as determined by CalPERS and the City shall not pay any part of that employee cost. The employee contribution rate in 2022 is 6.75% of compensation and shall be paid by new members, by payroll deduction.

Section 4. Retiree Medical. Under the Public Employees Medical and Hospital Care Act (PEMHCA), employees who retire from employment with an agency that contracts with CalPERS for medical insurance will have access to CalPERS medical insurance plans as retirees.

- (A) For employees vested in CalPERS at the time of retirement, the City will contribute a monthly allowance towards the CalPERS medical insurance. This amount is known as the PEMHCA minimum employer contribution and has the effect of reducing the total monthly premium for which the retiree is responsible when a CalPERS medical plan is selected.
- (B) Payment for the remainder of the monthly insurance premiums for the medical plan selected under CalPERS shall be the retiree's responsibility; the remainder of the monthly premium for the CalPERS medical plan will be automatically deducted by CalPERS from the retiree's pension check.
- (C) The PEMHCA minimum employer contribution is adjusted annually by CalPERS based upon the medical care component of the Consumer Price Index-Urban (CPI-U). The PEMHCA minimum employer contribution is \$149 per month in 2022. The PEMHCA minimum employer contribution, as adjusted, shall be paid by the City.
- (D) This City contribution towards retiree medical insurance only applies for retirees who qualify as annuitants under PEMHCA and are enrolled in a CalPERS medical plan; retirees who do not enroll in a CalPERS medical plan will not receive this contribution.

ARTICLE 27. EDUCATIONAL ASSISTANCE

Educational Assistance shall be available to employees under the following terms and conditions:

- (A) No provision of this subsection shall be deemed as a guarantee by the City, or a condition or a benefit of employment, that any employee will receive such assistance. In determining whether or not any such assistance shall be granted the amounts budgeted for such assistance shall be considered by the City Manager. Within budgetary allocations the City Manager shall consider all requests by an employee for assistance hereunder and shall determine whether or not said assistance in whole or part should be allocated to said employee in accordance with the following additional conditions and limitations.
- (B) Said employee, prior to enrolling in said course of study, shall obtain approval of Department Head and City Manager. The City Manager shall determine whether or not the course for which the employee seeks assistance will benefit the City based on the following criteria:
 - (1) The course will improve or enhance employee's skills and performance required in current job classification; or
 - (2) The course will prepare employee for a city classification in employee's direct line of promotion or transfer and to which employee may reasonably expect promotion within five years; or
 - (3) Course is required for a degree in employee's current occupational field.

In cases of funding scarcity, courses meeting criteria (1) above shall be given priority over courses meeting criteria (2) or (3).

If the City Manager determines that the criteria has been met, the City shall, provided the necessary funds are budgeted therefore, pay the cost of tuition or instructor fees and one-half of the cost of required textbooks as outlined in Section (E) of this Article.

- (C) In the event any employee otherwise qualifying for aforementioned educational assistance is eligible for educational benefits offered by the federal or state government, said benefits shall first be applied before any City assistance, subject to the aforementioned limitations, shall be applicable.
- (D) In all cases where such assistance has been approved by the City Manager, the employee shall enroll in a course of study for the semester approved, and the course of study must be completed with not less than a passing grade equivalent to the average or "C" grade as established by the educational institution for undergraduate courses and the grade of "B" for graduate courses. Proof of successful completion of said course must be filed with the City Manager. No payment shall be made by the City to said employee in connection with said educational grant until proof of successful completion of said course has been filed with and approved by the City Manager.
- (E) All educational grants herein authorized to be made to an employee are limited per employee not to exceed a maximum grant:
 - (1) per semester, the amount charged by the California State University system for six units for said tuition or instruction fees for employees attending an accredited four-year college or university;
 - (2) per fiscal year, \$1,500 or 50% of the cost of tuition (whichever is less) for employees attending a community college.
- (F) Requests for approval of Educational Assistance must be made on the appropriate "Educational Assistance" form and received by the City Manager at least two weeks prior to the beginning of the semester for which assistance is being requested.
- (G) Employees leaving City service less than one year after completing a course or courses under the Employee Educational Assistance program shall be required to reimburse the City for monies received from the City under the program.

ARTICLE 28. WATER CERTIFICATIONS

Section 1. For employees who are required to obtain and maintain federal, state, or county mandated water-related certificates in order to perform their current jobs, the City will reimburse the following fees:

- (A) Water Certification Examination fees by the certifying agency, provided the employee successfully passes the examination for certificates required for the employee's current job.
- (B) Certification fees for water certificates mandated by federal, state, and county departments of environmental protection or health services for employees to retain their current water service jobs.
- (C) Tuition reimbursement for courses required for satisfying certification or continuing education requirements, provided that the continuing education units are not taught by city staff and subject to the approval of the City Manager or designee. No payment shall be made by the City to said employee for repeated courses or in connection with a required course without proof of successful completion of the course, which must be filed with the City Manager. Such approval will not be unreasonably withheld. Said employee must receive a passing grade equivalent of "C" grade as established by the educational institution for undergraduate courses to be eligible for reimbursement under this section.
 - (1) If it becomes necessary for an employee to take an approved course not provided by the City during the normal course of work, the City will provide release time for the employee to attend or provide overtime or compensatory time off at the straight time

rate if the employee attends the class after working 40 hours in the employee's workweek. The City reserves the right to alter the employee's schedule during the workweek to attend training without incurring any overtime obligation.

ARTICLE 29. UNIFORMS

Section 1. The City may require any regular employee to wear any kind of uniform as a condition of continued employment. Such uniform shall be furnished to the employee free of charge at the standard required by the City.

Section 2. Under the terms of the City's Uniform Cafeteria Plan, the uniform allowance for each covered employee shall equal the cost of five "basic" uniforms (trousers and shirts) of the type designated by the department as the required uniform for such employee based on the job title or assignment. The City shall replace all clothing damaged on the job or from on-the-job wear.

Section 3. It is the employee's responsibility to:

- (A) Report to work in a complete uniform (uniform trousers and shirt) which shall be clean and in good repair. Employee must wear leather work shoes or boots or, if required, steel-toe safety shoes or boots.
- (B) Be responsible for cleaning and laundering of their own uniforms, except in those work units where a uniform service is used. Employees provided uniforms through a uniform service shall follow the instructions of the service.

Section 4. New employees shall be provided with five complete sets of uniforms and a windbreaker when they begin their City employment. A typical uniform set includes a shirt and a pair of trousers. Depending upon the employee's required uniform, he or she may have a choice of trouser styles and choice of shirt styles or types. New employees must provide their own leather work shoes or boots, or if required, steel-toe safety shoes or boots. New employees will not be eligible to participate in the cafeteria plan until the first uniform ordering cycle following the end of their probationary period.

Section 5. Current eligible employees will be permitted to select standard uniform components to replenish their uniform supply up to the amount of their uniform allowance on an annual basis. They may choose optional uniform components if the following conditions are met:

- (A) Employee must demonstrate to the supervisor that he or she has a minimum of six complete uniforms of good appearance and in good repair. Employees who do not have six complete uniforms of good appearance and in good repair, must purchase enough uniforms to meet this minimum before being permitted to choose optional items.
- (B) When supervisor has verified that employee has six complete uniforms of good appearance and in good repair, employee may select windbreaker or maintenance jackets, hats, shorts or coveralls (if an approved part of their required uniform) and additional shirts, t-shirts, trousers, etc. based upon the uniform requirements set for their job title/assignment. Leather work shoes or boots and/or steel-toe safety shoes or boots may also be purchased as part of the Uniform Cafeteria Plan.

Section 6. Employees promoted to positions requiring uniform components different from those worn prior to the promotion, will be issued the correct uniform components at the time of promotion. For instance, an employee promoted from Senior Park Maintenance Worker to Park Maintenance Lead Worker will be issued five new uniform shirts of the type worn by lead workers. Since the trousers are identical for both classifications, no new trousers will be issued until the next uniform ordering cycle.

Section 7. Footwear.

- (A) Employees who have satisfied the minimum uniform requirement (of six complete uniforms) may choose to apply funds remaining in their uniform allowance toward the purchase of one pair of leather work shoes or boots or steel-toe shoes or boots.

- (B) Work shoes or boots and steel-toe safety shoes or boots must be purchased from the City's designated supplier. The City will establish a procedure with the designated supplier for the purchase of shoes or boots which must be followed. The following have been designated as suppliers for the purchase of work shoes/boots: Sears, Amazon, Boot World, Galls and Red Wing. The current City allowance for work shoes/boots is \$200.
- (C) In the event that no supplier has been designated by the City, the following procedure shall be followed for purchase and reimbursement through the employee's chosen supplier. To be reimbursed for the purchase price of the work shoes or boots, up to the amount available in his or her uniform allowance, the employee must submit to their supervisor a receipt for the shoes within two weeks of their purchase. The supervisor will verify that the shoes or boots meet the requirements of the plan and submit the receipt to the purchasing division for reimbursement. A check will be authorized by the Purchasing Officer and issued to the employee.

Section 8. Unspent uniform allowance funds will be returned to the City at the end of the uniform purchasing cycle.

Section 9. Employees whose uniforms are provided through a uniform service are not eligible to participate in the Uniform Cafeteria Plan. However, they may purchase uniform windbreakers or hats at their own expense through the Purchasing division. The Purchasing division will publish and make available to employees a price list of optional uniform items. The following classifications are provided a uniform and outerwear through a uniform service: Fleet Maintenance Lead Worker, Fleet Maintenance Technician, Irrigation Repair Worker, Licensed Pesticide Applicator, Water Utility Worker, Sr. Water Utility Worker, Water Distribution Lead Worker, Water Production Lead Worker and Pump Station Operator.

Section 10. Uniforms are to be returned upon separation.

ARTICLE 30. GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Association concerning the interpretation or application of specific provisions of this Memorandum of Understanding or of the written rules and regulations governing personnel practices and working conditions of the City. Oral and written reprimands shall be specifically excluded from within the scope of a grievance as defined above. Employees receiving oral reprimands shall be permitted to respond to such reprimands in writing and to have those responses filed with the reprimand. Written reprimands may be appealed to the Human Resources Manager. This appeal is not part of the grievance process and the decision of the Human Resources Manager is final. Appeals must be submitted in writing to the Human Resources Manager within ten calendar days of the issuance of the written reprimand.

Section 2. Business Days. Business days mean calendar days, exclusive of Saturdays, Sundays and legal holidays recognized by the City.

Section 3. 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 a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this article shall automatically move the grievance to the next level in the grievance procedure. The grieving party may request the assistance of the Association in presenting a grievance at any level of review, or may represent himself.

Section 4. Informal Grievance. An employee must first attempt to resolve a grievance on an informal basis by discussion with his immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the Department Head concerned.

In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than fifteen business days elapse 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 facts giving rise to the grievance, and the filing of a written formal grievance with the Personnel Officer of the

City, with a copy to the Department Head of the department in which the employee works.

Should the grievant fail to file a written grievance within fifteen business days from the date of the incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

Section 5. Formal Grievance - Personnel Officer, Department Head. If the grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Personnel Officer and the Department Head. The Personnel Officer and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to grievant within ten business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step in Section 4 above and file his appeal directly at the formal grievance step within fifteen business days of the effective date of the disciplinary action or his right to appeal shall be waived.

Section 6. Formal Process - City Manager. If the grievance is not resolved in Section 5, or if no answer has been received from the Personnel Officer and Department Head within ten business days from the presentation of the written grievance to the Personnel Officer and Department Head, the written grievance shall be presented to the City Manager or his duly authorized representative for determination.

Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last management grievance response.

The City Manager or his duly authorized representative shall render a decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten business days after receiving the grievance.

Section 7. Formal Process - Hearing Officer. Should the City Manager or his duly authorized representative fail to resolve the grievance to the satisfaction of the grievant, the Association or an unrepresented employee may request that a Hearing Officer be appointed to make recommendations to the City Council regarding the resolution of the grievance.

The Hearing Officer shall conduct the hearing within ten business days of the date the Hearing Officer is appointed. The date for the holding of the hearing may be extended by mutual agreement between the Association or the unrepresented grievant and the City.

In order to assure the City, the Association, and the employee an expeditious handling of grievances submitted to the Hearing Officer for nonbinding recommendation to the City Council, the City or the Association or the unrepresented employee may request a list of seven persons qualified to act as Hearing Officer from the Federal Mediation and Conciliation Service (FMCS). The Hearing Officer shall be selected by the parties from the FMCS list by alternately striking from the list. The party to strike first from the list shall be determined by lot.

The cost of the Hearing Officer and the FMCS fee, if any, for the list shall be borne equally, one-half (1/2) by the City and one-half (1/2) by the Association or by the employee if he chooses not to be represented by the Association, in which case the employee shall bear one-half (1/2) of the cost of the Hearing Officer and the FMCS fee, if any, for the list.

The City shall make an audio recording of the hearing and, upon request of the grievant; a copy of the recording will be made available at no charge.

To the extent possible, the Hearing Officer shall adhere to the rules of the American Arbitration Association for labor arbitration cases.

The recommendations of the Hearing Officer shall be non-binding on the City and the Association, but shall be given due consideration by the City Council in making its final and binding determination.

The Hearing Officer shall not recommend any action which would add to, modify, or subtract from this Agreement. The Hearing Officer shall construe only the specific terms of the Agreement in making his recommendation to the City Council. The Hearing Officer shall not consider any federal or state law or base

his recommendations on any matters not brought before him at the hearing. The Hearing Officer shall not make any recommendations to the City Council which require the expenditure of any funds or the purchase of any equipment or the hiring of any additional employees.

The Hearing Officer may recommend, however, that any employee suspended, demoted or terminated be awarded back pay for the period of the suspension, demotion or termination or any part of that period of time.

Section 8. Formal Process - Personnel Appeals Board. The City and the Association, or the unrepresented employee, as the case may be, may agree to accept or reject the findings and recommendations of the Hearing Officer. In the event either the City or the Association representing the grievant or the unrepresented grievant rejects the findings of fact and recommendations of the Hearing Officer, said party must notify the City Manager or his duly authorized representative within ten business days of receiving the Hearing Officer's recommendations and shall at that time pay the sum of \$200 to the City Clerk as a deposit toward the cost of transcribing the recording of the hearing, and the case shall be submitted to the City Council sitting as the City Personnel Board for final determination. The party appealing the Hearing Officer's recommendations to the City Personnel Board shall bear the entire cost of transcribing the audio record of the hearing. This party shall be notified of the actual cost of preparing the transcript and will pay the City Clerk the cost thereof, less the previously paid deposit, after being notified by the City Clerk. If the cost of the transcript is less than the deposit, the excess amount shall be refunded to the party paying the deposit. The City Council sitting as the City Personnel Board shall determine the matter based upon the reading of the transcript only, and any written argument which either party wishes to present to the City Council.

The City Council shall not hold a hearing at which evidence is presented through witnesses or documents or at which oral arguments are made before the City Council.

The City Council shall render its decision in writing to the parties within 30 calendar days of presentation to the City Council of the transcript, and the finding and recommendations of the Hearing Officer.

After this procedure is exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE 31. CITY RIGHTS

Section 1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law shall include, but not be limited to the following:

- (A) To manage the City generally and to determine the issues of policy.
- (B) To determine the existence or non-existence of facts which are the basis of the Management decision.
- (C) To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- (D) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- (E) Methods of financing.
- (F) Types of equipment or technology to be used.
- (G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.

- (H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operation of the City.
- (I) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- (J) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- (K) To establish and modify productivity and performance programs and standards.
- (L) To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- (M) To determine job classifications and to reclassify employees.
- (N) To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and codes of the City.
- (O) To determine policies, procedures, and standards for selection, training, and promotion of employees.
- (P) To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- (Q) To maintain order and efficiency in its facilities and operations.
- (R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- (S) To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 32. SAFETY AND HEALTH

The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

ARTICLE 33. DISASTER SERVICE WORKER STATUS

California Government Code Title I, Section 3100, Chapter 8, Division 4 declares that all city employees are disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

City employees, who are physically able, must report to work following a major disaster, after critical personal and family emergency responsibilities have been met. The City's Multi-Hazard Functional Plan for Emergency Operations and department SOPs shall contain instructions for reporting in various disaster situations. Employees, who report, as instructed, shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster workers.

ARTICLE 34. DRUG ABUSE PREVENTION POLICY

As drug and alcohol abuse has become an ever increasing problem in our society, the City recognizes the need to address the problem head on. Therefore, the parties agree on and adopt a comprehensive drug, controlled substance, and alcohol abuse prevention program including: (1) drug, controlled substance and alcohol use screening for potential city employees; (2) a "come forward" program which allows employees who come forward and admit their problem on their own accord, to take a leave of absence and enter a rehabilitation program (an employee may participate in the "come forward" program a maximum of two times); and (3) discipline up to and including discharge, for those employees caught using or being under the influence of drugs, controlled substances or alcohol while on-duty. For the purpose of this Memorandum of Understanding, "under the influence" of drugs and/or controlled substances shall mean an employee "impacted by or having within his or her biological system" drugs and/or controlled substances at the tolerance standard levels established by the National Institute on Drug Abuse (NIDA). The presence of alcohol in an employee's biological system which results in a blood alcohol concentration (BAC) of .08% or greater shall be assumed for the purpose of this policy, to render that employee "under the influence" of alcohol. To the extent possible, all facts and circumstances regarding an employee's drug, controlled substance or alcohol problem shall be kept strictly confidential.

The policy statement is as follows:

Drug controlled substance and alcohol abuse has become an ever increasing problem in our society. In as much as this can present a substantial safety problem, in that an intoxicated employee is a danger to him or herself as well as to other City employees who must work alongside an intoxicated employee and to citizens who come into contact with an intoxicated employee, the City of Lakewood and the Lakewood Employees Association recognize the need to adopt a written policy governing the use of drugs, controlled substances and alcohol.

Now therefore, in light of the concern shared by both the City of Lakewood and the Lakewood Employees Association, the City and the Association agree to amend the current Memorandum of Understanding as follows:

1. It shall be cause for discipline to sell, trade or provide any drugs, controlled substances or alcohol, while on duty or on City property.
2. It shall be cause for discipline for any employee(s) to report to work under the influence of drugs, controlled substances or alcohol, or to become so influenced while on duty.
3. When a supervisor has reasonable cause to believe that an employee is under the influence of drugs, controlled substances or alcohol, the supervisor shall have the authority to order that employee, accompanied by a supervisor, to report immediately to a medical facility and be examined by a physician. A second supervisor's verification, where practical, is required before "reasonable cause" drug testing is initiated. The examination shall be conducted while the employee is "on the clock." The City shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's work station.
4. If the first test is negative, the employee shall be considered "not under the influence." If the first test is positive, a second test will be performed using a laboratory facility and a methodology and procedures approved by the National Institute on Drug Abuse (NIDA). If the second test is negative, the employee will be considered "not under the influence." If the examination confirms the presence of a drug, controlled substance or alcohol, the employee shall have violated the above rules and shall be subject to discipline up to and including termination.
5. Failure to submit to an examination, when so ordered by a supervisor, will be considered insubordination.

ARTICLE 35. WORKPLACE VIOLENCE PREVENTION POLICY

The prevention of workplace violence represents a challenge to all employers. The increasing frequency of violent incidents in workplaces across the nation suggests that prudent employers take steps

to reduce the exposure of employees to such workplace trauma. The following policy has been developed to provide protection to City employees in addressing the issue of workplace violence.

Section 1. Weapons. Possession of a dangerous weapon or instrument capable of producing great bodily harm is not permitted on City premises. This includes "look-alike" weapons. An employee found in possession of such a weapon or instrument shall be subject to discipline up to and including discharge. Dangerous weapons and instruments may include, but are not limited to the following: firearms (loaded or unloaded), blackjacks, slingshots, metal knuckles, explosive substances (other than fixed ammunition), dirks, daggers, gas or spring-operated guns, knives having a blade longer than 3-1/2 inches, folding knives having a blade that locks into place, chains, razor blades, "nunchaku," clubs, and other objects defined under State law.

Section 2. Threats. No employee shall make any threat, either physical or verbal, against a coworker, supervisor or member of the public. Any employee engaging in threatening conduct shall be subject to discipline, up to and including discharge.

ARTICLE 36. LAYOFF PROCEDURE

Section 1. Layoffs. The City may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two weeks advance notice of separation and the reason therefore. However, no permanent full-time employee shall be separated from a department while emergency, seasonal, probationary, part-time, or temporary employees are employed and serving in the same positions in the department.

(A) The conditions of layoff shall be as follows:

- (1) **Order of Separation.** The principal criterion used in determining the order of separation and bumping rights shall be seniority, time worked within a class within the City. If two or more employees have the same seniority date in their classification, the following criteria shall be applied to determine which would be laid off first:
 - (a) Performance evaluations within the prior 24 months. If they are equal, then;
 - (b) History of written disciplinary actions. If equal, then;
 - (c) Attendance record (tardiness and unexcused absences). If equal, then;
 - (d) By decision of the City Manager.
 - (e) The City shall have the burden of establishing the above criteria.
- (2) **Bumping Rights.** An employee laid off for more than 30 calendar days shall be entitled to bump to the position in a class in which he/she currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class.

After the City has notified the affected employee and also the position available to the employee, if any, to bump, the employee must notify the Personnel Director within ten calendar days of his/her intent to exercise bumping rights and the position and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee.

The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped him/her and shall in the same manner be eligible to bump to a position in a class within the City in which he/she formerly held a permanent position.

(3) **Offer of Reassignment.** An employee's appointment shall not be terminated as a result of a layoff before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible. This provision shall not apply to employees who are laid off for 30 calendar days or less.

(4) **Laid Off Employees on Re-Employment Register.** The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff re-employment list according to date separated and shall be eligible for re-employment.

The last employee laid off shall be the first employee on the list, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for one year, at which time the list expires unless extended by the City Manager. The City Manager can extend the active period of re-employment lists or individual employees' eligibility on such lists for a six month period as he determines to be in the best interest of the City.

(5) **Appointment of Laid-Off Employees to Lower Class.** The City Manager may approve the appointment of an employee who is to be laid off to an existing vacancy in a lower class for which the employee is qualified without requiring an examination, provided the appropriate appointing authority so appoints.

(B) **Transfer Job Elimination Policy.** The intent of this policy is to avoid use of the layoff procedure by providing for voluntary transfer(s) prior to layoffs. Any employee in a classification in which a position has been designated for elimination may request a transfer to a vacant position for which the employee is qualified. Such transfer shall be subject to approval by the City Manager. In cases where the transfer was necessitated by said proposed job elimination, the service time in the position to which the employee has transferred shall be credited to service time in the position from which the employee transferred. The salary step and range assigned to the transferred employee shall be in accordance with the City's compensation plan.

ARTICLE 37. NOTICE OF CONTRACTING OUT AND REDUCTION IN FORCE PROPOSALS

Except in the case of a sudden and major adverse fiscal event (such as an adverse final Proposition 62 determination in the form of either no legislative or judicial relief by December 31, 1996) and reserving the City's full rights of service delivery determination under Article 30 (1) G, City shall provide Association with at least a 150-day notice of consideration of contracting out alternatives or work force reduction proposals. Association may provide City with suggestions, studies or other relevant information; however, City is not obligated to accept such suggestions or proposals.

ARTICLE 38. PUBLIC COMPLAINTS

Should there be a citizen or vendor complaint, the City shall fairly investigate the allegations of the complaint. As part of the investigation, the City shall interview the employee who was the subject of the complaint, as well as the complainant where possible. No employee shall be disciplined solely based on an anonymous complaint, which is not verified by other evidence. Any discipline taken against an employee as the result of a citizen complaint shall be subject to the grievance procedures.

ARTICLE 39. COMMITTEE PARTICIPATION

Section 1. Cost Containment Committee. City shall allocate three positions on the Cost Containment Committee for Association representatives, two of whom shall be the current Association President and Vice President.

Section 2. City Manager shall meet at least once annually with LCEA Board of Directors on any item not subject to current negotiations or an active grievance.

Section 3. Labor-Management Committee. Representatives of the City and the Association shall meet up to two times per year at the request of either the City or Association, for purposes of discussing only topics that are mutually agreed to herein or subsequently. No meeting shall be held after annual negotiations have commenced for a new contract. Topics may include joint cost containment efforts, responses to employee inquiries and/or complaints about benefit programs, promotional testing practices, drug testing procedures, scheduling of Association and Board meetings and oral and written reprimand procedures. While any personnel or labor-related topic may be mutually agreed upon for discussion, the parties continue to agree that the implementation of decisions on matters "within scope" will occur only with the express written mutual agreement of the parties. Issues which may be subject to the grievance process may be discussed, but such discussion does not preclude employee or Association access to the grievance process. Individual employee grievances in process may not be discussed without participation of grievant.

Section 4. A Joint Labor Management Study Committee shall be established for the purpose of studying the impacts of implementing a 4/10 work schedule and make a written recommendation to the City Manager. The City Manager reserves the sole right to determine if any change in the work schedule shall be recommended to the City Council for approval. The provisions of this section are not subject to the grievance procedure.

ARTICLE 40. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deductions. The City shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction. Dues deductions shall be permitted only for a formally recognized employee organization (i.e. the Lakewood City Employees Association).

A. Continuation of Dues Deductions. Employees in this unit who are members of the Association on the effective date of this agreement, or become a member subsequent to the effective date of this agreement, shall continue to have such dues deductions made by the City until the Association notifies the City of a termination of membership.

B. City Responsibilities for Collection of Dues

1. The Finance & Administrative Services Department shall cause the amount of the membership dues to be deducted from semimonthly payroll checks of each unit employee as specified by the Association under the terms contained herein.
2. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Finance & Administrative Services Department within 15 working days after the conclusion of the month in which said dues and/or deductions were deducted.
3. The Finance & Administrative Services shall also apply this provision to every permanent employee who becomes an employee of this representation unit through reassignment or transfer within 21 calendar days of the effective date of said reassignment or transfer.
4. The City shall notify the Association within 60 calendar days of any unit employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

C. Maintenance of Membership. Any employee in the unit may terminate membership and cancel dues deduction during the month of December each year, by notifying the Association and completing a membership declination form. The Association will provide the City's HR department with timely notice of an employee's membership termination and corresponding cancellation of dues deductions.

D. Effect of Legislative or judicial Revision, Reversal or Interpretation. In the event that these dues deductions provisions are reinterpreted, revised, or reversed by action of the California

Legislature or by judicial determinations pursuant to legal challenges, the parties will promptly meet and confer upon request regarding appropriate substitute provision or provisions.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this article.

Section 3. Work Access. The City will allow Association access to work sites upon reasonable notice for the purpose of investigation of grievances or dissemination of information. The Association will request such access from the Personnel Director.

Section 4. Steward Time. The Association shall have the right to designate four (4) stewards, and upon the execution of this agreement, shall notify the City in writing of those employees so designated. The Association shall notify the City within seventy-two (72) hours of any change in the designation of the stewards, and the City shall not be required to recognize said stewards until receiving written authorization from the Association designating the steward.

The Association shall provide the City with a written statement setting forth the duties, obligations, authority, and responsibilities of the shop stewards. The Association shall take all acts necessary to minimize the use of City time by shop stewards for the purpose of investigating and processing grievances.

The City will allow named Association stewards reasonable use of City time, subject to approval by the immediate supervisor, to process and investigate a grievance upon the request of an affected grievant. The supervisor will not arbitrarily deny such requests, but may take into consideration the needs of the service in designating the time to be allowed.

Section 5. Notification of New Employees. The City will provide the Association with the names and department of new employees on a quarterly basis.

Section 6. Release Time. The City acknowledges there are specific joint labor/management committees that plan events that benefit the community and that LCEA members are members of these committees.

We believe it is in the best interest of members, the City and the community to have participation in these planning activities. Therefore, the City will support, with advance notice, release time for a maximum of six Association employees to attend four planning committee meetings of one-hour duration for the following City approved events:

1. Special Olympics
2. LCEA/LAMP Holiday Dinner Party

Volunteer Day - Additionally, the City will allow the Association's Volunteer Day Site Coordinator(s) 1.5 hours to visit the site(s) and one hour of planning with four Association members to create the Association's work plan for the clean-up day. All other Association members' time to participate in this event is on a volunteer basis. City will allow one Coordinator per site.

Project Shepherd - As part of their normal work assignments, some employees pick up donated cans of food from the schools, and as such, do so on City time for Project Shepherd. All other time spent by City employees to assist with Project Shepherd is done so on a voluntary non-work time basis.

Meet and Confer - The City will continue to provide each Association negotiating team member with half (1/2) hour of preparation time for meet and confer meetings and other time off as is specifically written in the current MOU. During the meet and confer process, the Association may hold three sets of two one-hour meetings with unit members during employee lunch breaks (Session 1: 11:30 a.m.-12:30 p.m. and Session 2: 12:30-1:30 p.m.) to identify the membership's priorities, get further direction from the membership and to ratify the agreement. Employees with a 30-minute lunch break will be given 30 minutes of release time to attend these one-hour Association meetings. The first meeting to be held before the start of negotiations, the second meeting near the midpoint of negotiations and the third meeting to be held for ratification of tentative agreement.

Association Board Meetings – Employees designated as Association board members with a 30

minute lunch break will be given 30 minutes of release time to attend one-hour Association Board Meetings.

Labor/Management Committee – The committee will meet on a quarterly basis. It will consist of four (4) LCEA members and LCEA representative if needed, members will not be permanent but based on matter to be discussed. City representatives will be determined based on the matter to be discussed, not to exceed four (4) representatives and labor attorney if needed. The parties will discuss an agenda prior to the meeting

ARTICLE 41. NO STRIKE — NO LOCKOUT

Prohibited Conduct

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform service.

Section 2. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3. An employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, "Association Responsibility," the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution, this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards, and facilities.

Association Responsibility

Section 1. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1 above, "Prohibited Conduct," and return to work.

Section 2. If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

ARTICLE 42. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the City Council will adopt this agreement by resolution which will be known as the Personnel Resolution and to the extent that the Personnel Resolution is not specifically inconsistent with this agreement, said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 43. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum, except for the items listed below. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 44. EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel rules and policies.

ARTICLE 45. AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of this Memorandum of Understanding shall be:

- A. Representing the City:
City Manager

- B. Representing the Lakewood City Employees Association:
President
P.O. Box 627
Lakewood, California 90714

ARTICLE 46. SEPARABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

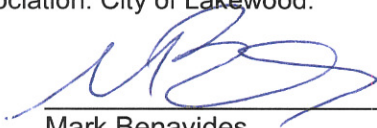
ARTICLE 47. MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall continue in full force and effect for the period July 1, 2022, to and including June 30, 2024.


ARTICLE 48. RATIFICATION AND EXECUTION

IN WITNESS THEREOF, we set our hands this 7th day of July 2022. Lakewood City Employees' Association: City of Lakewood:

By:


Mark Benavides
LCEA President

By:


Thaddeus J. McCormack
City Manager

**EXHIBIT "A" – WAGE, SALARY AND CLASSIFICATION PLAN
(Effective June 26, 2022)**

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
1A	Intermediate Clerk Typist	3678	3862	4055	4258	4471
2A	PABX Operator/Receptionist	3774	3962	4160	4368	4587
6A	Account Clerk	4163	4371	4590	4819	5060
6A	Senior Clerk	4163	4371	4590	4819	5060
7A	Maintenance Worker	4266	4479	4703	4938	5185
8A	Administrative Clerk	4372	4590	4820	5061	5314
8A	Customer Service Liaison	4372	4590	4820	5061	5314
8A	Parking Control Officer	4372	4590	4820	5061	5314
8A	Public Utility Customer Service Representative	4372	4590	4820	5061	5314
8A	Purchasing Clerk	4372	4590	4820	5061	5314
10A	Building Clerk	4599	4828	5070	5323	5590
10A	Community Safety Specialist	4599	4828	5070	5323	5590
10A	Park Maintenance Worker	4599	4828	5070	5323	5590
10A	Senior Account Clerk	4599	4828	5070	5323	5590
12A	Secretary	4830	5071	5325	5591	5871
12A	Personnel Clerk	4830	5071	5325	5591	5871
12A	Tree Trimmer I	4830	5071	5325	5591	5871
12A	Special Events Assistant	4830	5071	5325	5591	5871
12A	Water Utility Worker	4830	5071	5325	5591	5871
13A	Accounting Technician	4949	5196	5453	5729	6015
13A	Licensed Pesticide Applicator	4949	5196	5453	5729	6015
13A	Senior Park Maintenance Worker	4949	5196	5453	5729	6015
13A	Skilled Trades Worker	4949	5196	5453	5729	6015
14A	Audio Visual Technician	5071	5325	5591	5871	6164
14A	Graphics & Media Technician	5071	5325	5591	5871	6164
14A	Irrigation Repair Worker	5071	5325	5591	5871	6164
14A	Light Equipment Operator	5071	5325	5591	5871	6164
14A	Media Operations Spec. I	5071	5325	5591	5871	6164
15A	Administrative Secretary	5196	5456	5729	6015	6316
15A	Community Development Technician	5196	5456	5729	6015	6316
15A	Fleet Maintenance Technician	5196	5456	5729	6015	6316
15A	Personnel Technician	5196	5455	5729	6015	6316
15A	Senior Water Utility Worker	5196	5455	5729	6015	6316
15A	Tree Trimmer II	5196	5455	5729	6015	6316
16A	Maintenance Carpenter	5329	5595	5875	6169	6477
16A	Maintenance Painter	5329	5595	5875	6169	6477
16A	Maintenance Plumber	5329	5595	5875	6169	6477
18A	Fleet Maintenance Lead Worker	5600	5880	6174	6482	6806
18A	Media Operations Spec. II	5600	5880	6174	6482	6806
18A	Park Maintenance Lead Worker	5600	5880	6174	6482	6806
18A	Parking Control Lead Worker	5600	5880	6174	6482	6806
18A	Public Works Technician	5600	5880	6174	6482	6806
18A	Pump Station Operator	5600	5880	6174	6482	6806
18A	Skilled Trades Lead Worker	5600	5880	6174	6482	6806
18A	Tree Lead Worker	5600	5880	6174	6482	6806
19A	Graphics & Media Lead Worker	5741	6028	6329	6646	6978
20A	Deputy City Clerk	5879	6173	6482	6806	7146
20A	Water Distribution Lead Worker	5879	6173	6482	6806	7146
23A	Water Production Lead Worker	6335	6652	6984	7333	7700
24A	Public Works Inspector	6493	6818	7159	7517	7893
26A	Maintenance Electrician	6817	7158	7516	7892	8286
29A	Helicopter Pilot I	7362	7730	8117	8522	8949

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

EXHIBIT "A" – WAGE, SALARY AND CLASSIFICATION PLAN**(Effective June 25, 2023)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	3807	3997	4197	4407	4627
2A	PABX Operator/Receptionist	3906	4101	4306	4521	4747
6A	Account Clerk	4308	4524	4750	4988	5237
6A	Senior Clerk	4308	4524	4750	4988	5237
7A	Maintenance Worker	4415	4636	4867	5111	5366
8A	Administrative Clerk	4525	4751	4988	5238	5500
8A	Customer Service Liaison	4525	4751	4988	5238	5500
8A	Parking Control Officer	4525	4751	4988	5238	5500
8A	Public Utility Customer Service Representative	4525	4751	4988	5238	5500
8A	Purchasing Clerk	4525	4751	4988	5238	5500
10A	Building Clerk	4759	4997	5247	5510	5785
10A	Community Safety Specialist	4759	4997	5247	5510	5785
10A	Park Maintenance Worker	4759	4997	5247	5510	5785
10A	Senior Account Clerk	4759	4997	5247	5510	5785
12A	Secretary	4999	5249	5511	5787	6076
12A	Personnel Clerk	4999	5249	5511	5787	6076
12A	Tree Trimmer I	4999	5249	5511	5787	6076
12A	Special Events Assistant	4999	5249	5511	5787	6076
12A	Water Utility Worker	4999	5249	5511	5787	6076
13A	Accounting Technician	5122	5378	5647	5929	6226
13A	Licensed Pesticide Applicator	5122	5378	5647	5929	6226
13A	Senior Park Maintenance Worker	5122	5378	5647	5929	6226
13A	Skilled Trades Worker	5122	5378	5647	5929	6226
14A	Audio Visual Technician	5249	5511	5787	6076	6380
14A	Graphics & Media Technician	5249	5511	5787	6076	6380
14A	Irrigation Repair Worker	5249	5511	5787	6076	6380
14A	Light Equipment Operator	5249	5511	5787	6076	6380
14A	Media Operations Spec. I	5249	5511	5787	6076	6380
15A	Administrative Secretary	5378	5647	5929	6226	6537
15A	Community Development Technician	5378	5647	5929	6226	6537
15A	Fleet Maintenance Technician	5378	5647	5929	6226	6537
15A	Personnel Technician	5378	5647	5929	6226	6537
15A	Senior Water Utility Worker	5378	5647	5929	6226	6537
15A	Tree Trimmer II	5378	5647	5929	6226	6537
16A	Maintenance Carpenter	5515	5791	6081	6385	6704
16A	Maintenance Painter	5515	5791	6081	6385	6704
16A	Maintenance Plumber	5515	5791	6081	6385	6704
18A	Fleet Maintenance Lead Worker	5795	6085	6390	6709	7044
18A	Media Operations Spec. II	5795	6085	6390	6709	7044
18A	Park Maintenance Lead Worker	5795	6085	6390	6709	7044
18A	Parking Control Lead Worker	5795	6085	6390	6709	7044
18A	Public Works Technician	5795	6085	6390	6709	7044
18A	Pump Station Operator	5795	6085	6390	6709	7044
18A	Skilled Trades Lead Worker	5795	6085	6390	6709	7044
18A	Tree Lead Worker	5795	6085	6390	6709	7704
19A	Graphics & Media Lead Worker	5942	6239	6551	6878	7222
20A	Deputy City Clerk	6085	6389	6709	7044	7396
7396	Water Distribution Lead Worker	6085	6389	6709	7044	7396
23A	Water Production Lead Worker	6557	6884	7229	7590	7970
24A	Public Works Inspector	6721	7057	7409	7780	8169
26A	Maintenance Electrician	7056	7409	7779	8168	8576
29A	Helicopter Pilot I	7620	8001	8401	8821	9262

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

EXHIBIT "B" - DISCIPLINARY ACTION

Section 1. Discipline Defined. Discipline refers to actions by management directed to the modification of employee conduct, which is contrary to the best interests of the public service. It is primarily corrective in nature and taken in response to acts or a failure to act on the part of the employee. No employee shall be discharged, disciplined, demoted or suspended without just cause. Demotions, pay reductions, and layoffs resulting from service modifications, general cost reduction programs, or organizational changes, shall be excluded from the just cause provision. The following disciplinary actions may be taken against any employee:

- A. Oral and written reprimands. Informal (oral) or formal (written) notification of performance or conduct deficiencies.
- B. Suspension. An involuntary absence without pay.
- C. Salary Reduction. A reduction in pay from the employee's current step within a pay range to any lower step within that same range as provided in the City salary resolution.
- D. Demotion. Involuntary reduction from a position in one class to a position in another class having a lower salary range.
- E. Dismissal. Discharge from the City service.

Section 2. Cause for Disciplinary Action. The following examples are a non-exclusive list of the more common causes for disciplinary action as they affect an employee's job performance:

- A. Violation of City policies, ordinances, rules, and regulations governing the conduct of employees.
- B. Deficiencies in job performance.
- C. Willful disobedience or insubordination and insubordinate conduct, including actions toward a supervisor by an employee where those actions involve a resistance to, or a defiance of his or her authority and obscene language when used to challenge a supervisor's authority.
- D. Being impaired in the performance of duty because of the use of alcohol, drugs or controlled substances at the work place or on work time; selling, trading or providing alcohol, drugs or controlled substances while on duty or at the work place.
- E. Dishonesty.
- F. Disorderly or immoral conduct.
- G. Discourteous treatment of the public and/or other city employees.
- H. Conviction of a felony.
- I. Absence without leave.
- J. Actions incompatible with or inimical to the public service.
- K. Failure to follow safe working practices or failure to report an injury promptly.
- L. Incompetency, referring to the ability of an employee to meet job performance standards after receiving reasonable training and instruction.
- M. Inefficiency, referring to the unwillingness or inability of an employee to perform assigned duties within acceptable standards of productivity.
- N. Permanent or chronic physical or mental disabilities, not arising out of the course and scope of employment, which prevent employees from performing their jobs and where no reasonable accommodations are possible.
- O. Solicitation of off-hours work. Prohibits an employee from soliciting off-hours work or business activities for, or making recommendations for, himself or another individual or firm during work hours.
- P. Physical intimidation of a co-worker, supervisor or member of the public. This includes assault, impeding or blocking movement, and any interference with an employee's work.
- Q. Excessive absences.
- R. Fighting in the workplace.
- S. Revocation or suspension of a license required for a substantial work related duty, or failure to report the above to the City at the time of occurrence.

EXHIBIT "C" – ALTERNATIVE WORK SCHEDULE

The City has implemented a 9/80 alternative work schedule in work units designated by the City Manager, resulting in extended daily service hours for the public with City Hall closed to the public on alternate Fridays, and a minimum of 26 three-day weekends for employees on this schedule. The City reserves the absolute right to rescind the 9/80 alternative work schedule for any or all work units at any time it determines such schedule no longer serves the best interests of the organization or the public.

EXHIBIT "D" – USE OF CITY VEHICLES AND EQUIPMENT (Excerpt from Personnel Rules, Regulations and Procedures)

20.1 Use of City Vehicles and Equipment. (revised – Resolution No. 2007-27) City vehicles, property and equipment may be used or occupied by city employees only in connection with the performance of official duties, except as otherwise provided for in city administrative policies. Use of city vehicles, city equipment, property or supplies for any use, including personal use, other than for official city business is prohibited. The use of a city vehicle for the transportation of any person for any reason whatsoever, other than performance of duty by a city employee, is prohibited.

Employees as operators of city vehicles must be especially conscious of other motorists, and of the fact that the employee is representing the City to the public. If an employee becomes involved in an accident, he must advise his supervisor or department director, along with the police, immediately after rendering assistance as necessary. Only factual information required by law shall be given. In addition, as soon as possible after the accident an Accident Report shall be completed and filed with the employee's supervisor or department director.

20.2 Driver's License. (Resolution No. 2012-29) Employees who are required to operate a City Vehicle for City business and/or receive a monthly vehicle allowance or employees that are reimbursed for mileage must have a valid operator's license. If, for any reason, an employee's operator's license becomes invalid, the employee is required to notify their supervisor and the Human Resources Manager prior to the beginning of his/her next scheduled work shift.

20.3 Insurance. (Resolution No. 2012-29) Proof of insurance will be required before private vehicle use for City business is authorized.

- A. Employees who receive a monthly allowance and/or are reimbursed for mileage shall maintain insurance coverage in an amount not less than the California legal minimum requirement.
- B. The City is not liable for any damage sustained to the employee's vehicle when used on City business. An employee may elect to purchase his/her own comprehensive and collision insurance coverage.
- C. The City shall not be responsible for any increase in the employee's premium rate for any reason.
- D. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
- E. If the insurance coverage is cancelled, terminated, lapsed, or for any other reason curtailed, the employee must notify the Human Resources Manager and the vehicle shall not be used for City service.
- F. Employees who use private vehicles for city business shall provide an insurance policy, certificate, or other proof of coverage to the Human Resources Manager annually.
- G. If an employee operating a City-owned vehicle is involved in an accident, defense and settlement of any claim will be the responsibility of the City's insurance provider, up to the protection limit described in the Memorandum of Coverage. If an employee operating a City

vehicle is sued independently as a result of an at-fault accident, the City's insurer may provide coverage to that employee if the accident qualifies as a covered occurrence.

- H. If an employee using his/her private vehicle on City business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier will be primary in defending the employee. If a claim exceeds the limits of the employee's liability insurance coverage, the City's liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

20.4 Electronic Tracking Technology. (Resolution No. 2012-29) This policy governs the City of Lakewood's use of Electronic Tracking Technology in vehicles and radios it owns or leases that are used by its employees.

Employees of the City of Lakewood may, in the course of employment, be required to drive and/or ride in an agency-owned or leased vehicle equipped with Electronic Tracking Technology. Employee may be assigned a portable radio equipped with Electronic Tracking Technology.

Electronic Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies. Electronic Tracking Technology may include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the city's vehicles and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred.

Electronic Tracking Technology allows the City to monitor location, elevation, and velocity of its vehicles. Electronic Tracking Technology use for emergency preparedness and public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios. Electronic Tracking Technology in city vehicles may also be used for other business related purposes, including, but not limited to, measuring productivity, locating stolen vehicles, providing aid to vehicles that break down, increasing employee safety, managing agency resources effectively, or assisting in ensuring that employees are following their routes or assignments.

The City of Lakewood may use Electronic Tracking Technology at its discretion, and in the ordinary course of business.

The City of Lakewood may utilize Electronic Tacking Technology as information in conducting a disciplinary investigation and in disciplining its employees pertaining to the misuse or abuse of city vehicles, inappropriate use of time, speeding or other misconduct. It is not the intent of the City to use Electronic Tracking Technology primarily for disciplinary purposes.

The California Public Records Act may require that the City disclose specified public records. In response to requests for such disclosure, it may be necessary to examine Electronic Tracking Technology records to determine whether they are public records that are subject to disclosure. Additionally, the city may be required to produce information obtained from Electronic Tracking Technology pursuant to court order, subpoena, or statute.

Employees shall not drive city vehicles when they are in an unsafe mechanical condition. Employees shall inspect their assigned vehicle before each tour of duty and immediately report any damage or mechanical failure to their supervisor.

Employees are prohibited from altering or attempting to alter or disable Electronic Tracking Technology in City of Lakewood vehicles.

EXHIBIT “E” – RESTRICTIONS ON NEPOTISM
(Excerpt from Personnel Rules, Regulations and Procedures)

18.0 RESTRICTIONS ON NEPOTISM

18.1 **Restrictions on Nepotism.** (Revised - Resolution No. 2018-52, August 14, 2018) The employment of relatives can create undesirable results, particularly in connection with performance evaluation, discipline, and general morale of other workers. Therefore, it is the city’s policy that no relative of any City officer or employee to which this resolution applies shall be employed, if said City officer or employee is in a supervisory, lead or subordinate position over said relative in the areas of hiring, setting compensation, discipline or termination. “Relatives” for this purpose include son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, first cousins, aunt, uncle, nephew, niece, stepparent, stepchild, grandparent, grandchild, or persons living in the same household.

18.2 **Employment of Spouses and Registered Domestic Partners.** The City does not prohibit employment of two people who are married to each other or who are the registered domestic partners of each other pursuant to the California Family Code (Section 297 et seq). Nonetheless, the City will not employ spouses or registered domestic partners in the same division or facility in situations where such action is determined to be inappropriate because of reasons of supervision, safety, security or morale.

EXHIBIT “F”- AFFORDABLE CARE ACT (ACA) ANTI-RETALIATION PROVISIONS

It is the City’s policy to comply in full with Section 1558 of the Affordable Care Act (ACA), which prohibits retaliation against employees who report violations of Title I of ACA or who receive tax credits or cost-sharing reductions (under Section 36B of the Internal Revenue Code or Section 1402 of ACA) in connection with participation in the health insurance exchange.

1. Protected Activity

- a. “Whistleblowing” regarding Violations of Title I of ACA: ACA protects an employee, former employee, or applicant who reports, testifies (or is about to testify) in a proceeding, assists or participates (or is about to assist or participate) in a proceeding, objects to, or refuses to participate in any activity, policy, practice, or assigned task that the employee (or other person) reasonably believed to be in violation of Title I of ACA, including any order, rule, regulation, standard or ban under Title I of ACA.
- b. Title I of ACA includes but is not limited to consumer protections such as the following:
 - i. Elimination of lifetime and annual limits on benefits by 2014;
 - ii. Prohibition on rescissions of coverage;
 - iii. Elimination of pre-existing condition exclusions;
 - iv. Coverage of preventive services and immunizations;
 - v. Extension of dependent coverage up to age 26;
 - vi. Development of uniform coverage documents; and
 - vii. Implementation of appeals processes for consumers.
- c. Receipt of Affordability Assistance: ACA also protects an employee, former employee, or applicant who receives a tax credit under Section 36B of the Internal Revenue Code or a cost-sharing reduction under Section 1402 of the Act as a result of enrolling in a qualified health plan offered by the health insurance exchange. In California, this state-run marketplace is known as Covered California.

2. Prohibited Retaliatory Conduct

Prohibited conduct includes but is not limited to discharge or otherwise retaliatory conduct, including intimidating, restraining, coercing, blacklisting, or disciplining an employee, former employee, or applicant with respect to compensation or any other terms, conditions or privileges of employment as a result of that individual’s participation in a protected activity as defined in paragraph 2 above.

3. Complaint Procedure

- a. Any City employee, former employee, or applicant who wishes to report a violation of Title I of ACA, or who believes he or she has been subject to retaliation in violation of this policy should immediately notify either his or her supervisor, or the City Manager. It is the City’s policy that no City employee shall retaliate against any person who participates in a protected activity as defined by Section 1558 of the ACA.
- b. An employee, former employee, or applicant who believes that he or she has been retaliated against under this policy may file or have filed by any person on his or her behalf, a complaint with United States Department of Labor, Occupational Safety & Health Administration (OSHA) within 180 days after an alleged violation occurs. For more information on filing an OSHA complaint, visit www.osha.gov.

INDEX

AAAAA

Absence without Authorization, 15
Alternative Work Schedule, 34
Authorized Agents, 30

BBBBB

Basic Compensation Plan, 2-5
Bereavement Leave, 12
Breaks (Rest Periods), 7

CCCCC

CFRA, 13-14
Cafeteria Benefit Plan, 15
Call Back Pay and Standby Pay, 6-7
California Family Rights Act (CFRA), 13-14
CalPERS, 4, 16-17
Car/Vehicle Insurance, 34-35
Career Employees Medical Retirement Benefit, 4-5
Catastrophic Leave, 10
City Rights (Management Rights), 23-24
City Vehicles and Equipment Use, 34-35
Committee Participation, 27
Compensation Plan, 2
Compensatory Time, 5, 6
Compensatory Time and Overtime, 5-6

DDDDD

Demotion, 4, 23, 33
Dental Insurance, 15
Disaster Service Worker Status, 24
Disciplinary Action, 4, 20-22, 27, 33
Donating Leave, 10
Driver's License, 34
Drug Abuse Prevention Policy, 24-25
Dues Deductions, 27

EEEEEE

EPMC (Employer Paid Member Contribution), 16-17
Educational Assistance, 18-19
Electronic Tracking Technology, 35
Emergency Waiver Provision, 30
Employee Assistance Program (EAP), 16
Employee Organizational Rights and Responsibilities, 27-29
Evaluations, 2, 25-26

FFFFFF

FMLA, 13-14
Family Care Leave, 13
Family and Medical Leave Act (FMLA), 13-14
Footwear, 20
Fringe Benefit Administration, 15

GGGGG

Grievance Procedure, 21-23, 25-26, 29

HHHHH

Holidays, 7-8
Holiday Schedule, 7-8

JJJJJ

Jury Leave, 14
Job Abandonment (absence without authorization), 15

LLLLL

Labor-Management Committee, 27
Layoff Procedure, 25-26
Leave Donations, 10
Leave Without Pay, 14-15
Long-Term Disability Program, 16
Longevity Pay, 3, 17
Lunch and Rest Periods, 7

MMMMM

Management Rights (City Rights), 23-24
Medical Insurance, 4, 17
Medical Retirement Benefits, 4-5, 17
Mileage Expenses, 6, 34

Military Leave of Absence, 13

NNNNN

New Members (Retirement System), 17
Nepotism, 5, 36
Non-Discrimination, 1
No Strike - No Lockout, 29
Notice of Contracting Out and Reduction in Force Proposals, 27

OOOOO

Overtime and Compensatory Time, 5, 6

PPPPP

PDL, 10-13
PEMHCA, 4-5, 16
PEPRA, 16-17
PERS Retirement System, 4, 16-17
PARS 401(a), 9, 12, 16
PARS Retirement System, 16
Performance Evaluation, 2, 25-26
Physical Examinations, 15
Pregnancy Disability Leave, 10-13
Probationary Period, 1-2
Promotion Starting Rate, 2
Promotional Procedures, 2
Public Complaints, 27
Public Employees Retirement System (CalPERS), 4, 16-17

RRRRR

Ratification, 27, 31
Ratification and Execution, 31
Recognition, 1, 27
Reimbursement for Expenses, 6
Release Time, 28-29
Rest Period and Lunch, 7
Retiree Medical, 17
Retirement Formulas, 16-17
Retirement System (PERS), 4, 16-17
Retirement (PARS-401(a)), 9, 12, 16

SSSSS

Safety and Health, 24
Separability Provision, 30
Sick Leave, 9-12
Sick Leave Payoff, 12
Sole and Entire MOU, 30
Special Compensation, 3
Standby Pay and Call Back Pay, 6-7
Step Advancement, 2
Step Increase, 2
Stewards, 28
Strike/Lock-Out, 29

TTTTT

Term of MOU, 31
Training & License Fees, 6

UUUUU

Unauthorized Leave, 15
Uniforms, 19-20
Use of City Vehicles and Equipment, 34-35

VVVVV

Vacation, 8-9
Vehicle Insurance, 34-35
Violence Prevention Policy, 25
Vision Insurance, 16
Voting Leave, 14

WWWWW

Wage, Salary and Classification Plan, 2-3, 32
Waiver of Bargaining During Term of Agreement, 30
Water Certifications, 19
Workboots, 20
Work Hours, 7
Working Out of Class, 6
Workplace Violence Prevention Policy, 25
Written Reprimands (Appeals), 20, 33