

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MAYWOOD AND THE
MAYWOOD EMPLOYEES' ASSOCIATION FOR THE
PERIOD BEGINNING JULY 1, 2020
AND ENDING JUNE 30, 2022**



PREAMBLE

Pursuant to the City of Maywood's Resolution 2618 Maywood Employees' Association (MEA) submitted a petition to be recognized by the City. On July 22, 2020, Maywood City Council recognized MEA as the exclusive representative of full-time, non-management, rank and file City employees.

Pursuant to the City of Maywood's Resolution 6130, MEA recognizes the City Manager or his/her designee as the negotiating representative for the City of Maywood and shall negotiate exclusively with the City Manager or his/her designee, except as otherwise specifically spelled out in the Agreement.

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and the Employer-Employee Relations Resolution of the City of Maywood, the matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed by the representatives of the City of Maywood ("City") and representatives of the City of Maywood Employees' Association ("Association").

The matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed in good faith and agreed to by the City and the Association as constituting an equitable adjustment to present wages, hours and other terms and conditions of employment as evidenced by the signatures of the duly authorized representatives of the City and the Association.

The provisions of the City's Personnel Rules and/or Municipal Code shall be modified as follows for those employees subject to this Memorandum of Understanding.

ARTICLE I

DEFINITION OF TERMS

The following terms, whenever used in this Memorandum of Understanding, shall have the meaning set forth in this article.

SECTION 1 – BUSINESS DAY: Business day shall mean days that are neither weekends (Saturday or Sunday) or City recognized holidays. Workday shall mean the same as business day.

SECTION 2 - CLASSIFICATION: A position or positions assigned to the same job title.

SECTION 3 - DAY: Day shall mean calendar days except, where specified in this agreement.

SECTION 4 – EMPLOYEE: An individual compensated through the City payroll and appointed to one of the classifications represented by the Association as set forth in Attachment A.

SECTION 5 – LEAVE: An authorized absence from work.

SECTION 6 - POSITION: The duties and responsibilities assigned to an employee within a classification.

SECTION 7 – PAY RATE: The regular monthly or hourly rate of pay that is assigned to an employee.

SECTION 8 – SENIORITY: The total time employed as a full-time employee of the City and the time employed as a part-time or interim employee if such time was spent working the duties of a full-time position.

SECTION 9 – SERVICE: Employment with the City.

SECTION 10 – ADVANCE WRITTEN NOTICE: A request for leave submitted on a recognized leave form of the City and approved by the employee's Department Head.

SECTION 11 – PERSONNEL RULES/EMPLOYEES' MANUAL: References Policies and procedures, Federal and State Laws on Sexual Harassment, Non-Discrimination Act, and the Americans with Disabilities Act.

SECTION 12 – ANNIVERSARY DATE: The date of full-time employment, reinstatement, or promotion that is observed on an annual basis for salary increases.

ARTICLE II

COMPENSATION

SECTION 1 – PREPARATION OF COMPENSATION PLAN: The City Manager and/or designee. Shall be responsible for the maintenance of the City's compensation plan. The compensation schedule shall contain a list of the job classifications represented by the Association and their corresponding salary range attached hereto as Attachment A.

SECTION 2 – ESTABLISHMENT OF PAY RATES: Upon appointment, an individual shall be assigned to a step on the salary range established for the classification. An employee may advance to the next higher step within their salary range if said employee is performing at a satisfactory or above level. A promotion or new appointment will not result in a new anniversary date, will include a 6-month probationary period.

It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

As of July 1, 2021 all step increases are frozen; however, upon the informal close of the City's financial books in or around August 2021 the City and MEA agree to discuss the topic of unfreezing step increases.

On July 1, 2021 all employee's wages will be in line with the established salary range for their classification; if an employee's current wage is not on the salary range schedule, they will be placed in a step that will ensure no loss of wages.

SECTION 3 – WAGES: General salary increase is as follows:

- A. Effective the pay period that begins June 21, 2020, salary ranges will be increased by 3% for cost of living receiving retroactive pay.

The City and MEA agree to discuss an additional wage increase for fiscal year beginning July 1, 2021 after the public release of the City's financial audit.

SECTION 4 – ADDITIONAL DUTIES PAY: Represented employees required and designated by the City Manager and/or a City Representative to perform specially assigned or extra duties outside the scope of their job description as deemed necessary during City business shall receive an additional compensation equal to five percent (5%) of their base salary. This compensation shall remain in effect only for the duration of the designated assignment.

SECTION 6 – COMPENSATORY TIME: The City shall provide non-exempt employees with compensation or compensatory time off in lieu of compensation, at the discretion of the employee, for overtime work subject to the provisions of the Fair Labor Standards Act (FLSA) up to the federally mandated cap of 240 hours. If the City suspends operations due to a State or federal holiday, employees who would otherwise have been scheduled to work on that day shall have the number of hours in their scheduled shift added to the number of “hours worked” for the purpose of calculating overtime. Calculation for overtime is time and one half for the scheduled work week and same for mandatory work on Saturdays, Sunday and Holidays referenced in Article III.

- A. Meal Allowance: An employee recalled to work due to an emergency shall be reimbursed for the actual cost of a meal purchased by the employee up to a maximum of \$10.00. The employee must submit a receipt for the meal in order to be entitled to reimbursement.

SECTION 7 – DISTRIBUTION OF OVERTIME: The assignment of overtime work (1 ½) shall be the responsibility of the division head and the department head. All overtime work shall receive prior authorization for the employee to receive compensation.

- A. Emergency Work/Storm Patrol: Emergency work related to callouts on off-hours and storm patrol work will be assigned as follows:
 - 1. When emergency needs are assigned, personnel will be contacted to work in the following order:
 - (a) Personnel that is uniquely qualified for the needed response.
 - (b) Personnel that have a related qualification and has the shortest response time to the disaster or emergency.
- B. General Guidelines: At all times, whenever feasible, based on seniority, overtime will be assigned on an equal opportunity basis.

SECTION 8 – ALLOWANCE FOR MILEAGE: The City shall reimburse employees for use of their personal vehicles for official City business to match the amount allowed by the regulations of the Internal Revenue Service. This shall occur when a City vehicle is not available for employee’s use.

SECTION 9 – CALL BACK: Employees who are called back to work after completion of their regular shift shall receive three (2) hours of compensation or compensatory time off in lieu of compensation, or time actually worked, whichever is greater.

SECTION 10 – NIGHT SHIFT DIFFERENTIAL: Night shift differential shall be paid at

five percent (5%) of their base salary to any regular full-time whose schedule requires the employee to work between the hours of 6:00 PM and 6:00 AM provided that either:

- A. The employee is regularly scheduled to work ½ (50%) or more of his/her shift between the hours of 6:00 PM and 6:00 AM.
- B. The employee is NOT regularly scheduled but on individual workdays of their work week they are required to work ½ (50%) or more of the scheduled workday shift between the hours of 6:00 PM and 6:00 AM.

SECTION 11 – CONFLICT WITH MOU: In the event of any conflict between any City Personnel Rules and Regulations, City Resolutions and/or policies and this MOU, the MOU, if ratified by the City Council, shall prevail.

ARTICLE III LEAVE PROCEDURES

SECTION 1 – DESIGNATED CITY HOLIDAYS:

- A. Every employee shall be provided with the following holidays with pay each year and such other as may be designated by action of the City Council:
 - 1. New Year's Day, January 1st
 - 2. Martin Luther King Jr. Day, third Monday in January
 - 3. Presidents' Day, third Monday in February
 - 4. Memorial Day, last Monday in May
 - 5. Independence Day, July 4th
 - 6. Labor Day, first Monday in September
 - 7. Veterans' Day
 - 8. Thanksgiving Day
 - 9. Day After Thanksgiving
 - 10. Christmas Eve, December 24th
 - 11. Christmas Day, December 25th
 - 12. New Year's Eve, December 31st
 - 13. Floating Holiday (Cesar Chavez Day, March 31st)

With prior approval, employees may use the Floating Holiday on any other scheduled workday after the date it is accrued. The holiday must be used in the fiscal year granted. Department Head approval of floating holiday leave shall be obtained prior to its use with no less than 72 hours' notice.

If an employee is mandated to work on a Holiday, other than a Floating Holiday, in lieu of receiving holiday pay, the employee assigned to work shall receive premium pay at the rate of double-time for hours worked.

When a designated holiday falls on a Sunday, the following Monday shall be treated as a designated holiday.

Employees may request an additional vacation day prior or after a scheduled holiday, if approved by the Department Head. Requests must be submitted at least two weeks prior to the requested vacation.

SECTION 2 – COMPENSATORY LEAVE: The City shall provide employees with compensatory leave subject to the following conditions:

- A. Compensatory time off is an alternative method of overtime payment to non-exempt employees. In lieu of paying a non-exempt employee for overtime worked, employees may be granted compensatory time off at the overtime rate of one and one half (1 ½) for each hour of overtime worked. Employees shall have the option of receiving overtime pay for any overtime worked.
- B. Upon advance written notice, the department head or supervisor shall permit an employee to use compensatory leave at the employee's discretion. An employee may use compensatory leave along with any other authorized paid leave to complete hours requested.
- C. Compensatory Leave may be accrued up to a maximum of 40 hours of unused compensatory leave. Upon reaching 40 hours, employees may not earn additional compensatory leave accrual until their balance of unused compensatory leave is reduced below 40 hours as an alternative for employees who have accrued the maximum compensatory leave hours and are being mandated to work overtime will receive overtime pay for such services.
- D. When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the employee's pay rate on the date of the employee's separation from City service. The employee shall be compensated for one hundred percent (100%) of any accrued compensatory leave.

SECTION 3 – MILITARY LEAVE: Military leave with pay shall be granted in accordance with applicable state and federal law.

SECTION 4 – TIME OFF FOR VOTING: The City shall provide employees with time off for voting subject to the following conditions:

- A. An employee scheduled to work will be allotted to take off no more than two (2) hours from their work schedule to vote at a statewide election, without loss of pay, with the approval of the department head or supervisor. Time off for voting shall be at the beginning or end of the workday, whichever time allows the employee the most time for voting and the least time off from

work.

- B. If the employee knows or has reason to believe that time off for voting will be necessary on election day, the employee shall notify the department head or supervisor of that fact at least two (2) workdays in advance.

SECTION 5 – BEREAVEMENT LEAVE: The department head or supervisor shall grant an employee bereavement leave for a period not exceeding three (3) workdays for deaths within the employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers or half- brothers; sisters, stepsisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. (Reference State Family Code 297)

SECTION 6: PREGNANCY/PARENTAL DISABILITY LEAVE: If pregnancy disability leave is required, the employee shall provide a certificate in writing from licensed physician which shall advise the City that: the employee is disabled from working by pregnancy, childbirth or a related medical condition; the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and the estimate duration or end date of the leave.

SECTION 7: TEMPORARY DISABILITY LEAVE: Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave, may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credit are exhausted, the remainder of the absence required will be based on leave without pay. If leave without pay is utilized, no accruals of leave will be credited to the employee.

SECTION 8 – TIME OFF FOR JURY DUTY: An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the City jury fees received. If an employee is required to serve on jury duty with compensation at the employee's existing pay rate. Employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift.

SECTION 9 – FAILURE TO RETURN FROM LEAVE/ABANDONMENT OF POSITION: An employee who fails to contact his/her department head or supervisor and fails to return to work within 24 hours after the conclusion of a leave provided for under this Article or a vacation leave without an authorized extension of such leave shall be cause for discipline up to and including termination.

ARTICLE IV
INSURANCE AND RETIREMENT BENEFITS

SECTION 1 – HEALTH BENEFITS: The City, on a conditional basis, shall contribute toward the coverage of employees and their dependents in the medical insurance program available through the Public Employees’ Retirement System as provided for under the Public Employee’s Medical and Hospital Care Act as follows:

Effective January 1, 2022 the City shall contribute an amount up to 100% of the coverage amount for the Kaiser Permanente plan that corresponds to the employee’s coverage (includes dependents). For an employee with Blue Shield insurance, the employee shall pay for the monthly premium that may exceed that of the Kaiser Permanente family plan.

If an employee does not enroll in any medical insurance plan offered by the City, the employee shall receive a deferred compensation payment of \$100 per month. To be eligible for the \$100 deferred compensation payment the employee must submit to the City written proof of duplicate medical insurance coverage.

SECTION 3 – VISION AND DENTAL INSURANCE: The City shall pay the monthly premiums for employees and their eligible dependents. The City and the Association agree to develop a labor-management committee to evaluate efficiency of current vision, dental and other City paid benefits. Committee will determine if any recommendations for future changes are to be communicated to the City Manager.

SECTION 4 – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS): The City shall provide eligible “classic members” as defined under the Public Employees’ Pension Reform Act of 2013 (PEPRA) with 2% at 55 formula, with the highest year and social security offset. “New members” as defined by PEPRA will be under the 2% at 62 formula. The City will not pay a portion of an employee’s contribution to the applicable Public Employees’ Retirement System plan.

SECTION 5 – EMPLOYEE REQUIRED PERS CONTRIBUTION:

- A. The employee shall be responsible for paying the entire employee’s contribution rate of 8% of “compensation earnable” as defined in Gov. Code section 20636.
- B. Pursuant to Gov. Code section 7522.30 members, who are defined as “new members” under PEPRA, Gov Code section 7522.04(f), shall be responsible for paying the employee contribution of 50% of the total normal cost of the plan, as defined by CalPERS.

SECTION 6 – RETIREE HEALTH BENEFITS:

A. The City will contribute \$1.00 per month towards PERS Medical and Hospital Care plan premium costs of annuitants. This amount will be upwardly adjusted by five percent

(5%) of the amount of the City's 12 direct contribution for active employees on an annual basis, or such other amount required by statute, until the contributions are equal.

- C. Employees fifty (50) years of age and older, who retire under PERS, shall be eligible to continue in the City's group dental and vision care plans until age sixty-five (65) contingent upon the health provider's acceptance of the individual. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his/her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay the cost of dependent insurance benefits. During the term of this agreement and while the City participates in the PERS medical and hospital care program, the City will contribute an amount toward the PERS medical premium for eligible annuitants that is equal to the amount required under the Public Employees Medical and Hospital Care Act and the City's resolution electing coverage under that act.

ARTICLE V

ASSOCIATION RIGHTS

SECTION 1 – USE OF CITY FACILITIES: Access to City work locations and the use of City paid time and facilities by the Association and those representing it shall be authorized only to the extent provided in the City's administrative procedures and shall be limited to activities pertaining directly to the employer employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, association meetings and elections. Association activities shall not interfere with the efficiency, safety and security of City operations.

SECTION 2 - BULLETIN BOARDS: The Association may use bulletin boards designated by the City to post materials related to Association business. Any materials posted must be dated and initial by the Associations representative responsible for the posting, and a copy of all materials posted must be distributed to the City Manager at the time of posting. MEA agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted.

SECTION 3 - DISTRIBUTION OF LITERATURE: MEA representatives may, during non-work hours, distribute literature in non-work areas in accordance with the access provisions of this Agreement. MEA agrees that any literature distributed will not be libelous, obscene, defamatory, or of a partisan political nature.

SECTION 4 - ACCESS TO EMPLOYEES ASSOCIATION: Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided with an authorization form by the Association's representative. The Human Resources Division shall notify the Association of any new employee subject to this Memorandum of Understanding. It is up to the Association to ensure the new employee is contacted to further explain the Association and its role in servicing members of this Unit. If an employee chooses to join the Association, they

must return said form to the Association or departmental payroll office. The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later. Association members are still covered by this collective bargaining unit. Those procedures shall be in accordance with the 15 decision of the United States Supreme Court in Mark Janus, v. American Federation of State, County, and Municipal Employees, Council 31, et al. (2018) No. 16-1466. C. The City shall abide by the terms and conditions outlined in AB 119.

SECTION 5 - REPRESENTATIVES' RIGHTS: The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

A. Employees in positions contained within the Association's bargaining unit shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.

B. No employee will be interfered with, intimidated, coerced, restrained, or discriminated against by any employee organization and/or The City because of the exercise of his/her employment rights.

C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the officers of the Association for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.

D. Management employees may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

SECTION 6 - USE OF CITY EQUIPMENT: The City agrees the Association may use the City's copying machines, faxes and e-mail. E-mail usage shall be for Association correspondence only; members shall sign and follow the guidelines set forth in the E-mail, and Internet policy.

ARTICLE VI **CITY RIGHTS**

SECTION 1 – EXCLUSIVE RIGHTS AND AUTHORITY:

A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore, the following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the

City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include but not be limited to the City's right to:

1. Determine issues of public policy;
2. Determine and change the facilities, methods, means, and personnel by which the City operations are to be conducted;
3. Expand or diminish services;
4. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
5. Determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
6. Determine job classifications;
7. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
8. Initiate disciplinary action for legitimate reasons;
9. Determine policies, procedures and standards for selection, training and promotion of employees;
10. Establish employee performance standards, including but not limited to quality and quantity standards;
11. Maintain the efficiency of governmental operations;
12. Exercise complete control and discretion over the organization and the technology of performing its work and services;
13. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
14. Determine any and all necessary actions to carry out its missions in Emergencies;
15. Contract or subcontract for any work or operation without the obligation to meet and confer regarding the decision or process to be used. (However,

in the event the decision to contract out bargaining unit work results in the layoff of members of the bargaining unit, the City agrees to meet and confer with the Association beginning at least 20 working days prior to the effective date of layoff regarding impacts that are not already addressed by City rules or procedures.)

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

ARTICLE VII ASSOCIATION SECURITY

SECTION 1 – RECOGNITION:

- A. Pursuant to the provisions of the Employer-Employee Relations Resolution and state law, the City recognizes the Maywood Employees' Association as the exclusive representative for all employees in the classifications listed in Attachment A of this Memorandum of Understanding.
- B. The Association recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding.

ARTICLE VIII OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – MEET AND CONFER IN GOOD FAITH - SCOPE: The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefits and other terms and conditions of employment. The City agrees to provide the Association or its designee, at no cost, each draft City budget as it is presented for review, the adopted City budget, and the annual audit, to assist the Association in its representational duties pursuant to the Meyers-Milias-Brown Act. All other documents shall be made available pursuant to the provisions of the Public Records Act.

SECTION 2 – UNIFORMS: The City shall provide uniforms for all employees required to wear a uniform immediately after the employee completes their first month, and as required throughout the employee's service with the City.

SECTION 3 – USE OF CITY SUPPLIES: The City agrees the Association may use the City's copying machines, faxes and email. Email usage shall be for Association

correspondence only; members shall sign and follow the guidelines set forth in the Email, and Internet policy.

SECTION 4 – USE OF CITY RESOURCES: Access to City work locations and the use of City paid time and facilities by the Association and those representing it shall be authorized only to the extent provided in the City’s administrative policy and shall be limited to activities pertaining directly to the employer- employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, organization meetings and elections. Association activities shall not interfere with the efficiency, safety and security of City operations.

ARTICLE IX
MODIFICATION AND DURATION

SECTION 1 – MODIFICATION AND WAIVER: The City and the Association agree that this Memorandum of Understanding contains all of the covenants, stipulations, and agreements of the parties. The City and the Association understand that provisions contained in the Municipal Code, or personnel rules that directly relate to matters within the scope of representation are a part of this Memorandum of Understanding. Except as otherwise provided, the City and the Association agree, understand and reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered in this Memorandum of Understanding.

SECTION 2 – SEVERABILITY: Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section, or subsection of this Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this Memorandum of Understanding, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such an event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 3 – DURATION:

- A. This Memorandum of Understanding shall be binding on the City and the Association when ratified by MEA and adopted by Maywood City Council.
- B. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and in effect from July 1, 2020 and shall remain in full force and in effect until and including the 30th day of June 2022.
- C. The Association and the city shall begin negotiations for a successor Memorandum of Understanding by March 31, 2022.

SECTION 4 - EMPLOYEE RIGHTS: The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

- A. Employees in positions contained within the Association shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.
- B. No employee will be interfered with, intimidated, coerced, restrained or discriminated against by any employee organization because of the exercise of his/her employment rights.
- C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the officers of the Association for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.
- D. Management may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

ARTICLE X **EMPLOYEE BENEFITS**

SECTION 1 –WORKWEEK: The work week for all classified employees shall be 8am – 5pm; Monday thru Friday.

SECTION 2 – VACATION TERMS: Employees will be subject to the following vacation provisions:

- A. Employees may accrue up to a maximum of 240 hours of unused vacation leave. Upon reaching 240 hours, employees shall earn no additional vacation accrual until their balance of accrued but unused vacation leave is reduced below 240 hours. Upon a written administrative determination of the City Manager that work demands prevent an employee from using vacation time on a timely basis, the City Manager may permit an employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and six (6) months. The City Manager may also require a plan designed to bring the employee back into compliance with vacation accrual limitations. It is the responsibility of each employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.
- B. All employees who have accrued in excess of 240 hours will be paid for the excess vacation on a dollar for-dollar basis on June 30, or the last workday

in which City Hall is open prior to June 30. Cash out request forms are due to the Finance Department no later than two weeks prior to when checks will be issued to eligible City employees. Not to exceed a maximum of 80 hours to pay out.

- C. If vacation time is not taken due to administration determination, the employee shall be entitled to the stated cash-out provisions, as determined by the City Manager in his or her sole discretion.
- D. Unit (MEA) Employees will be credited with vacation leave at the following rates based upon the length of service:
 - 1. Eight (8) hours per month or 12 days per year during the first five (5) years of service.
 - 2. Ten (10) hours per month or 15 days per year during the sixth (6th) through the tenth (10th) years of service.
 - 3. Thirteen and one-third hours (13 1/3) hours per month or 20 days per year for the eleventh (11th) or more years of service.
- E. City Hall will be closed on all days between the Christmas Eve and New Year Holidays. Except as otherwise determined by the City Manager, City services will be suspended, and employees will not be scheduled to work during this time. Employees shall be allowed to utilize available vacation hours or compensatory leave to remain in paid status while City services are suspended during this time. At the City Manager's discretion employees can request authorization to work.

SECTION 3 – SICK LEAVE: Employees will be subject to the following sick leave policy:

- A. Unit (MEA) Employees will be credited 20 hours of personal leave and 72 hours of sick leave and may accrue an up to 240 sick leave hours.
- B. Definition As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:
 - 1. Illness or injury;
 - 2. Quarantined because of exposure to a contagious disease;
 - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 - 4. Attendance upon the employee's ill or injured mother, father, husband, wife,

son, daughter, brother, sister, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297, or any person residing in the immediate household

5. Per the Healthy Workplaces, Healthy Families Act of 2014, an employer shall provide sick leave for the following purposes:

a. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

b. To obtain services from a domestic violence shelter, program, or rape crisis center because of domestic violence, sexual assault, or stalking.

c. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

d. 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.

SECTION 4 – HOLIDAY LEAVE: If a holiday falls on a day on which an employee is not scheduled to work, that employee shall be entitled to take the holiday the day after the holiday.

ARTICLE XI **PROBATIONARY PROCEDURES**

SECTION 1 – DURATION OF PROBATIONARY PERIOD: An employee appointed to a position in the classified service shall serve a probationary period of not less than one (1) year beginning on the effective date of appointment. The City shall evaluate a probationary employee during the probationary period at three (3) months and six (6) months.

ARTICLE XII **TERMINATION PROCEDURES**

SECTION 1 – VOLUNTARY RESIGNATION: An employee absents from work without authorization for three consecutive working days or more shall be considered to have voluntarily resigned from City service.

ARTICLE XIII **DISCIPLINARY PROCEDURES**

SECTION 1 – LEGITIMATE REASON FOR DISCIPLINARY ACTION: Disciplinary action consists of the discharge, involuntary demotion or suspension of an employee. An employee shall not be discharged, involuntarily demoted or suspended

except for a legitimate reason and with due process. A legitimate reason for disciplinary action may include, but shall not be limited to the following:

1. Failure to properly perform assigned duties;
2. Theft of City property;
3. Insubordination;
4. Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
5. Unauthorized absence from employment;
6. Tardiness;
7. Willful Misconduct;
8. Reporting for work, or being at work under the influence of or in possession of alcohol, or non-prescribed controlled substances;
9. Improper use of City funds;
10. Unauthorized use of City property;
11. Failure to properly care for City property;
12. Failure to maintain any employment qualification;
13. Willful falsification of any City report or record;
14. Failure to comply with health and safety standards;
15. Violation of the Municipal Code, Code of Conduct or departmental rules and policies;
16. Failure to maintain professional working relationships with the public and other employees;
17. Repeated or material dishonesty, or dishonesty affecting one's employment, employment relationships, or assigned duties;
18. Other failure of good behavior that causes discredit to the City.

SECTION 2 – DISCIPLINING AUTHORITY: The City Manager or his/her designee shall have the responsibility to institute a disciplinary action, to schedule and conduct any pre-disciplinary conference and to impose disciplinary action.

SECTION 3 – NOTICE OF DISCIPLINE:

Except as otherwise provided in the Personnel Rules, prior to imposing any disciplinary action, the Disciplining Authority shall notify the employee in writing of the nature of the proposed disciplinary action and its proposed effective date; the reason for the proposed disciplinary action; any specific charges against the employee; of the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and of the employee's right to respond to the charge, either orally or in writing.

SECTION 4 – REPRESENTATION: Employees are entitled to have an Association representative present during any interview that may result in disciplinary action.

Employees:

- A. Must request an Association representative to be called into the meeting.
- B. Must have a reasonable belief that the meeting may result in disciplinary action.

SECTION 5 – EMERGENCY SUSPENSION: When the Disciplining Authority determines that an employee's conduct threatens or has caused injury to persons or property, or presents the possibility for additional misconduct, the Disciplining Authority may impose a suspension against the employee, effective immediately, until a pre-disciplinary conference is conducted.

Within three (3) business days of such emergency suspension, the Disciplining Authority shall issue the employee the written notification specified in Section 3, of this Article. The Disciplining Authority, unless otherwise requested by the employee, shall conduct a pre-disciplinary conference in not less than ten (10) days after the effective date of the emergency suspension.

The imposition of an emergency suspension against an employee does not preclude the Disciplining Authority from proposing a more severe disciplinary action against the employee receiving an emergency suspension.

The appeal rights of an employee receiving an emergency suspension shall be governed by the procedures provided for in the Personnel Rules for employees disciplined in a non-emergency situation.

SECTION 6 – REPRIMAND: A reprimand is a written criticism of an employee's work performance or conduct and may be issued to an employee in accordance with Article XIII, Section 1, of this agreement. While a reprimand in and of itself is not a disciplinary action, it may form the basis of subsequent disciplinary action.

SECTION 7 – ORAL WARNING: An oral warning is a private conference between an

employee and a Supervisor or Disciplining Authority at which the employee is informed of a deficiency in performance or conduct and advised as to corrective action which should be taken to improve the performance or conduct in question.

SECTION 8 - WRITTEN WARNING: Under this section an employee may receive two (2) written warnings (one initial and one final) regarding the same matter before termination. The intent of the written warning is due to failure of performance or conduct improvement.

SECTION 9 – PERSONNEL FILES:

- A. Upon request, a personnel file shall be open for inspection by the employee or by his/her representative with the written consent of the employee concerned.
- B. When adverse material is to be placed in a personnel file, the City shall (1) notify the employee, (2) upon request, discuss the matter with the employee, and (3) request the employee to initial such material merely to confirm he/she has seen it. This shall not apply to the records of an employee relating to the investigation of a possible criminal offense or apply to letters of reference.
- C. Any adverse material, except above mentioned, withheld from the employee or the representative by management may not be used in any disciplinary proceedings.

**ARTICLE XIV
APPEAL PROCEDURES**

SECTION 1 – REQUEST FOR DISCIPLINARY HEARING: Permanent employees shall have the right to appeal the imposition of disciplinary action. When an employee requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the City Manager within ten (10) days after the effective date of the imposition of the disciplinary action. Any such request shall be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests, in writing, a public hearing. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING: The City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a hearing officer and the convenience of the employee and the witnesses.

SECTION 3 – HEARING OFFICER: The City Manager or his/her designee shall serve as the Hearing Officer.

SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING: At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 – BURDEN OF PROOF AND EVIDENCE: The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 – CONDUCT OF DISCIPLINARY HEARING: The City Manager shall promulgate reasonable rules and regulations governing the conduct of the disciplinary hearings. The rules and regulations shall be available to employees. During the examination of a witness, the Hearing Officer may exclude from the hearing any and all other witnesses. The Hearing Officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7 – HEARING OFFICER'S DECISION: Within a reasonable time after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee. Except as otherwise provided for in this Memorandum of Understanding.

SECTION 8 – APPEAL OF HEARING OFFICER'S DECISION: If the disciplinary action reviewed by the Hearing Officer constitutes discharge or a suspension of more than ten (10) working days, the Disciplining Authority or the employee may request an appeal hearing before the City Council to review the Hearing Officer's decision. If the employee fails to request an appeal hearing within the prescribed time, the employee shall have waived the right to an appeal hearing and all rights to further appeal of the disciplinary action.

SECTION 9 – REQUEST FOR APPEAL HEARING: When an employee requests an appeal hearing, the request shall be in writing, signed by the employee and filed with the City Council within ten (10) business days after the notification of the Hearing Officer's decision. The appeal shall be addressed to the City Council and shall identify the decision appealed from the grounds for the appeal and the relief requested by the employee. All appeal hearings shall be conducted in private unless the employee requests, in writing, a public hearing. The City Council shall schedule any appeal hearing within a reasonable time and conduct any appeal hearing within fifteen (15) business days after the filing of the appeal.

SECTION 10 – REPRESENTATION AT APPEAL HEARING: At the appeal hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to present oral and written arguments to the City Council.

SECTION 11 – CITY COUNCIL'S DECISION: The decision of the City Council shall be in writing and contain findings of fact and conclusions of law within ten (10) working days following the hearing. The City Council may affirm, revoke or reduce the decision of the Hearing Officer. Except as otherwise provided for in these Memorandum of Understanding, the City Council's decision shall constitute a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 12 – BINDING ARBITRATION: If the decision of the City Council constitutes the discharge of an employee or the suspension of an employee for more than ten (10) working days, the Association president, or his/her designee, may request that the City Council's decision be submitted to arbitration.

ARTICLE XV **GRIEVANCE PROCEDURES**

SECTION 1 – PURPOSE OF GRIEVANCE PROCEDURES: The grievance procedures shall be used to resolve employee complaints concerning the express terms and conditions of employment with the City. The grievance procedures shall not be used for:

- A. The resolution of any complaint concerning any disciplinary action; or
- B. The resolution of any complaint concerning any aspect of the employment examination process.
- C. Probationary release
- D. Written or oral warnings and reprimands

SECTION 2 – MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

- A. Violation of a specific term of this Memorandum of Understanding between the City and the Association;
- B. Improper application of rules, regulations and procedures;
- C. Unfair treatment, including coercion, restraint or reprisal;
- D. The impact of a reduction in force action (layoff);
- E. Promotion procedures unfairly implemented;
- F. Discrimination because of race, religion, color, creed, disability, sex, marital status, national origin or sexual orientation; or
- G. Any other matter affecting the terms and conditions of employment.

SECTION 3 – GENERAL PROCEDURES:

- A. Any grievance not filed or appealed to the next step within the time limits established in the grievance procedures shall be deemed settled on the basis of the last decision and not subject to further appeal or reconsideration.
- B. Failure by City to reply to a grievance within the time limits established in the grievance procedures shall automatically grant the right to process the grievance to the next level.
- C. By mutual agreement and for good cause, any level of review, or any time limits established in these procedures, may be waived or reasonably extended in writing at any step in the grievance procedure.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.
- E. If a grievance is returned to the employee for insufficiency, the City will state in writing the reasons for the return. If the grievance was timely filed initially, new time limits for filing a revised grievance shall commence in accordance with Section 5 (B) of these procedures.
- F. The settlement of any specific complaint(s) or grievance(s) shall not constitute a precedent for settlement of complaints or grievances, nor for the interpretation of this Memorandum of Understanding to other individuals or circumstances.

SECTION 4 – RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:

- A. Employees have the right to the assistance of a representative of their choice in the preparation of their written grievance and to represent them in formal or informal grievance meetings. The grievant may be required by either party to be present in any or all meetings, related to their grievance.
- B. Employees selected as a representative in a grievance must obtain the permission of his/her supervisor to be absent from his/her duties to attend a grievance meeting. The employee representative shall provide his/her supervisor with reasonable advance notice to ensure that his/her absence will not interfere with Departmental operations.
- C. Grievances may be submitted, but not prepared, on City time. In scheduling the time, place and duration of any grievance meeting, the operational needs of the City shall be of paramount consideration. Neither the grievant nor the City shall lose their rights because of limitations in scheduling meetings or limitations placed on the release of an employee representative due to the operational needs of the City.

- D. Only a person selected by a grievant and made known to the City two (2) business days prior to a scheduled formal grievance shall have the right to represent or advocate as an employee's representative.
- E. The City shall notify the president of the Association of any grievance involving the terms and conditions of this Memorandum of Understanding. The president, or his or her designee, with the permission of the grievant, may be present as an observer at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this Memorandum of Understanding. If the Association representative is permitted by the grievant to attend any formal grievance meeting, he/she must obtain his/her supervisor's prior permission to be absent from his/her assigned duties.
- F. Only persons who have direct, first-hand knowledge of the event(s) giving rise to the grievance may be called as witnesses.
- G. Supervisors and department heads have the responsibility to inform an employee of any limitation of their authority to fully resolve a grievance. Employees have the responsibility to state clearly and concisely the specific action(s) being grieved, the article(s) allegedly violated, and the specific remedy requested.
- H. The City shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against any Association Member, or otherwise interfering with, restraining, or coercing Association Member because of the exercise of any rights given by this MOU.

SECTION 5 – GRIEVANCE PROCEDURES:

- A. Informal Discussion of Grievance: Within seven (7) business days from the occurrence of the matter on which a complaint is based, or within seven (7) business days from his/her knowledge of such occurrence, an employee shall informally discuss the matter with their immediate supervisor. If after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
- B. First Level of Review: Within seven (7) business days after the informal discussion of the grievance with the employee's immediate supervisor, the employee shall have the right to file a formal written grievance with the employee's immediate supervisor. All formal grievances shall comply with the requirements of Section 4.G, above. Within seven (7) business days of receiving a formal written grievance, the immediate supervisor shall render a decision in writing to the employee on the original copy of the grievance. Should the grievance contain more than one issue, the grievant may accept

any decision in part, and may continue the grievance process until all issues are resolved.

- C. Second Level of Review: Within seven (7) business days from his/her receipt of the immediate supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal the supervisor's decision to the City Manager, using the original copy of the grievance form. Within ten (10) business days from receipt of the employees' grievance, the City Manager or his/her designee who has not been involved in the grievance in the prior two (2) levels shall review the grievance and render a written decision and the reasons therefore to the employee. The decision of the City Manager shall conclude the administrative procedures for the grievance. Again, should the grievance be partially resolved at this level, the grievant may accept the partial resolution and continue the grievance process until all issues are resolved.

SECTION 6 – BINDING ARBITRATION:

- A. Within seven (7) business days from his/her receipt of the City Manager's or his/her designee's written decision or should the City Manager or his/her designee fail to render a decision within the time period provided by these procedures, the Association president, or his/her designee, may request that a grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances that directly concern or involve the interpretation or application of the specific terms and conditions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
1. The interpretation, application, merits or legality of any federal, state or local law or ordinance, including specifically all ordinances adopted by the City Council. The interpretation, application, merits or legality of the exercise of the City's exclusive rights and authorities as specified in Article V of this Memorandum of Understanding.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Section 6.B here of, be submitted to arbitration, it shall, within the time requirements set forth above, transmit a written request to the State Mediation & Conciliation Service with a copy thereof simultaneously transmitted to the City Manager.
- D. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall notify the State Mediation & Conciliation Service and request that it provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the State Mediation & Conciliation Service, they will select an arbitrator

through an alternate striking of names from that list. The last remaining name on the list will be the selected arbitrator. The party to strike the first name will be determined by chance.

- E. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation & Conciliation Service unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The parties involved shall share the fees and expenses of the arbitrator equally.

All other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring such cost, unless otherwise agreed by the parties. The parties involved shall share the costs of transcripts and similar materials required or requested by the arbitrator equally.

- F. Prior to a hearing by an arbitrator, a representative of the City and the Association shall meet and prepare a joint statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the City and Association cannot agree on the joint statement, each party shall present to the arbitrator, at the hearing, its own submission statement; in which case the arbitrator shall determine which of the submitted issues are to be resolved.
- G. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding. The decision of the arbitrator shall be binding upon the Association to the extent the decision and award of the arbitrator does not require action by the City Council, such decision and award shall be binding upon the City. If within sixty (60) business days of receiving notice of a decision and award requiring action by the City Council, such action is not taken, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under this Memorandum of Understanding.

ARTICLE XVI
CONFLICT WITH MOU

SECTION 1 – CONFLICT WITH MOU: In the event of any conflict between any City Personnel Rules and Regulations, City Resolutions and/or policies and this MOU, the MOU, if ratified by the City Council, shall prevail.

**ARTICLE XVII
EVERGREEN CLAUSE**

SECTION 1 – EVERGREEN CLAUSE: This agreement shall remain in full force and effect until parties herein, or their designated representative and/or successors sign a new Agreement. Or the parties herein, or their designated representatives and/or successors declare an impasse.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF MAYWOOD and the MAYWOOD EMPLOYEES' ASSOCIATION and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of Maywood.

Representative of the Maywood Management Representative of
Employee's Association Maywood

 5/13/2021
MEA President Date

 _____
Ricardo Lara, Mayor Date

 05/13/2021
MEA Vice President Date

 05/13/2021
MEA Secretary Date