

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LYNWOOD AND
THE MANAGEMENT BARGAINING GROUP
July 1, 2010 – June 30, 2011

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ARTICLE I

IMPLEMENTATION

The wages, hours and other terms and conditions of employment that are set forth in the Memorandum of Understanding (“MOU”) have been discussed and jointly proposed by and between the City of Lynwood (“City”), by and through the City’s Municipal Employee Relations Officer, and representatives of the Lynwood Employees Management Group (hereinafter “Group”) and shall apply to all employees of the City working in the classifications as set forth herein. The wages, hours and other terms and conditions of employment that are set forth in this MOU have been discussed in good faith between City and Group, and the Municipal Employee Relations Officer agrees to recommend to the Lynwood City Council that all of the wages, hours and other terms and conditions of employment as set forth herein be incorporated in full in a resolution of the City Council or where appropriate, in a policy statement. Upon the adoption of such a resolution and/or policy statement, all wages, hours and other terms and conditions of employment set forth in this MOU so incorporated, shall become effective as provided without any further action by either party.

ARTICLE II

EMPLOYEE RECOGNITION

- A. The City hereby recognizes the Lynwood Employee Management Group ("Group") as the recognized employee organization for all management positions to the fullest extent allowable under California law applying to public employees and as further defined in Resolution No. 2002.103, adopted by the Lynwood City Council on July 16, 2002. The Group is the recognized bargaining agent for the management employee unit.
- B. The MMBA does not define either "confidential" or "management" employee, and under Government Code section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. Resolution No. 2002.103 defines a "confidential employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employer-employee relations. It defines "Management Supervisory Employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs." While employees designated as "confidential" employees may be represented by the Group, the parties acknowledge and agree that such designated employees may not represent the Group or the management employee unit, participate in the bargaining process, or share any confidential information in connection with labor relations that would undermine the respective roles of each party in the bargaining process.
- C. It is acknowledged and agreed that the following management positions are **expressly excluded from the management employee unit and from representation by the Group** and from coverage under this MOU: All elected officials, the City Manager, the Assistant City Manager, all Department Directors, the Assistant to the City Manager, the Risk Manager, and the Senior Human Resources Analyst.
- D. It is acknowledged and agreed that the following management **positions are designated as "confidential"**: Administrative Analyst II (Finance), Administrative Analyst III (Finance), Accounting & Auditing Supervisor, Finance Manager (formerly Deputy Director of Finance), Financial Analyst, Information Systems Manager, Information Systems Analyst, Personnel Analyst II, Purchasing Manager, and Senior Internal Auditor.

- E. It is acknowledged and agreed that the management positions listed below are expressly covered by this MOU. Any and all future management positions below the level of Director created during the term of this MOU shall be added to the list below and considered part of the Management Bargaining Unit represented by the Group in accordance with the express provisions of Resolution No. 2002.103 governing the creation of new job positions and/or classifications.

LIST OF REPRESENTED MANAGEMENT POSITIONS

*** = Confidential**

* Accounting and Auditing Supervisor
* Administrative Analyst II
* Administrative Analyst III
Assistant Director of Public Works
Assistant Director of Recreation & Community Services

Billing and Collections Supervisor
Building and Safety Manager
Building Maintenance Supervisor

Capital Improvement Projects Manager
Civil Engineering Associate
Code Enforcement Manager

Deputy Director of Administrative Services
Deputy Director of Recreation and Community Services
Deputy Director of Redevelopment
Development Services Manager

Electrical Maintenance Supervisor
Events Coordinator

Facility Services Manager
* Financial Analyst
* Finance Manager

Housing Associate
Housing Manager

* Information Systems Analyst
* Information Systems Manager

Parking Control Manager
Park Superintendent

* Personnel Analyst II
Planning Associate
Public Works/Engineering Manager
* Purchasing Manager

Recreation Facility and Program Supervisor
Recreation Superintendent II
Redevelopment Associate

Senior Administrative Analyst
Senior and Social Services Manager
* Senior Internal Auditor
Street Maintenance Supervisor
Senior Planner

Utility Services Manager

ARTICLE III

CITY RIGHTS

A. It is understood and agreed that the City retains all of its powers and authority to direct, manage and control its operations to the full extent of the law. Said powers and authority include, but are not limited to, the exclusive right to: determine its organization; direct the work of its employees; determine the times of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City operations; build, move, modify or close facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on matters in the event of emergency. In addition, the City retains the right to hire, classify, assign, evaluate, transfer, promote, terminate and discipline employees.

B. In case of emergency, the City retains its right to amend, modify or rescind provisions of this MOU. Such amendment, modification or rescission shall remain in force only for the period of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the City Council.

ARTICLE IV

STEP INCREASES

Employees are eligible for a step increase upon successful completion of probation and thereafter will be considered on the basis of merit after intervals of one (1) year.

Section 1. Any employee hired or promoted to Step A of a different range of pay, shall receive the Step B salary at the successful completion of the probationary period. Increases to Step C, D and E within any pay range shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

Step C - One (1) year after the Step B increase

Step D - One (1) year after the Step C increase

Step E - One (1) year after the Step D increase

Section 2. Employees hired or promoted to any step above Step A shall receive the next step at the successful completion of the probationary period. Other increases within the range shall be followed in the method described in Section 1.

Section 3. New employees, as well as current employees accepting another position within the bargaining unit, shall be appointed at the first step of the salary range to which their class is assigned, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the class and justify a beginning salary in excess of such minimum compensation. Upon recommendation of the department head, the City Manager may authorize and appointment to this position at any higher step.

The department head shall submit his recommendation to the City Manager in such form, together with such information as the City Manager may require.

The provisions of this Article do not apply to those hired or employed on an hourly basis.

ARTICLE V

SALARIES/WAGES

Section 1. The parties agree that there will be no salary adjustments or cost of living adjustments provided to employees covered by this MOU during the term of this 2010-2011 MOU.

Section 2. Mandatory Direct Deposit – All Management Group employees shall be on electronic direct payroll deposit.

ARTICLE VI

EXECUTIVE LEAVE

It is agreed that management employees who are assigned to regularly attend City Council, Commission or Board meetings shall be granted ninety (90) hours Executive Leave annually. All other management staff shall receive seventy (70) hours annually.

Executive leave may be taken at anytime after the first of the calendar year with the approval of the employee's department head and/or the City Manager. Executive Leave may not be accrued beyond the present calendar year. Unused Executive Leave at the end of a calendar year (December 31) or upon leaving employment will be lost. Any over use of Executive Leave shall be repaid in full to the City upon termination of City employment.

A Personnel Status Report form will be required for approval of the ninety (90) hours leave.

ARTICLE VII

BILINGUAL PAY

The City Manager may grant compensation to full-time employees who have passed their initial probationary period for using bilingual skills in the course of work, provided that such employees use bilingual skills at least twenty percent (20%) of their working time for either written or oral communication.

Employees required to use bilingual skills in the course of their work may request bilingual pay by submitting written justification approved by their department head to the City Manager.

Those employees approved by the City Manager for bilingual pay shall be required to pass a language proficiency examination.

Bilingual pay shall be one hundred twenty-five dollars (\$125.00) per month paid on a biweekly basis effective the first full pay period after the first of the month following the submission of a Personnel Status Report form with proper approval.

ARTICLE VIII

TOOL ALLOWANCE

The Equipment Repair Supervisor shall receive an allowance for furnishing and using his own tools. The allowance is payable annually in June through payroll. The amount of payment will be calculated at the rate of forty dollars (\$40.00) per each full month of employment during the previous twelve (12) month period. If the employee leaves City service prior to the June payment date, the amount of tool allowance payment will be as accrued with appropriate documentation initiated by the department prior to termination of City employment.

ARTICLE IX

UNIFORM AND CLOTHING ALLOWANCE

The City will furnish Public Works and Park Department management employees, whose duties require wearing uniforms, three (3) uniform changes per week plus one (1) additional laundered shirt per week.

Effective the first payday in December of 2004, position titles identified below that are required to wear OSHA safety boots/shoes shall receive seventy-five dollars (\$75.00) as a uniform allowance annually:

- Building Maintenance Supervisor
- Park Superintendent
- Street Maintenance Supervisor
- Equipment Repair Supervisor
- Building and Safety Manager
- Electrical Maintenance Supervisor

The allowance is taxable and will be included within the employee's paycheck.

ARTICLE X

MILEAGE REIMBURSEMENT

With the approval of the employee's department head and the City Manager, the City will reimburse management employees required to use their personal vehicles for the purpose of conducting City business at the rate contained in the current Internal Revenue Service code book.

Employees must document the date, destination and beginning and ending odometer reading from their vehicles in supporting the request. Said information must be logged on a Mileage Claim Form when requesting payment.

Employees receiving monthly automobile allowances are not eligible for mileage reimbursement.

ARTICLE XI

EDUCATION INCENTIVE PAY/TUITION REIMBURSEMENT

To encourage employees in undertaking outside study to the end that they may perform their duties in a more efficient manner, a system of education pay, over and above established pay schedules, is hereby established.

Section 1. Education Incentive Pay

Education incentive pay is allowable for completed courses of approved subjects at accredited schools, and is fixed at one dollar (\$1.00) per month for each semester unit of credit satisfactorily completed by the employee with a grade of "C" or better. A quarter unit is the equivalent of a semester unit and is also compensated at one dollar (\$1.00) per month. Maximum pay is fixed at one hundred fifty dollars (\$150.00) per month.

All courses of study must have prior approval by the employee's department head and the City Manager in order to receive education incentive pay. Accredited schools are herein defined as accredited colleges, junior colleges, universities or other schools providing college credits that are accredited by nationally recognized accrediting agencies as determined by the U.S. Secretary of Education.

Suitable written certification from the school or granting agency showing satisfactory completion of each course or program shall be submitted to the Personnel Office for personnel records. Education incentive pay shall commence during the first full pay period in the month following the submission of written certification.

Bachelor's/Master's Degree Pay

Certain positions within the Group do not require degrees of higher education. The City may pay employees one hundred fifty dollars (\$150.00) per month who have graduated and received a bachelor of arts or bachelor of science degree from an accredited college or university or the City will pay employees two hundred dollars (\$200.00) per month who obtain a master's degree from an accredited college or university

Compensation under this section **only** applies to those employees whose positions do not require a bachelor's or master's degree as set forth in the City's official job description(s). In order to qualify for compensation under this section, employees must submit a request for compensation, submit proof of the degree obtained, and receive approval by the City Manager.

Section 2 - Tuition Reimbursement Program

The City will contribute one hundred percent (100%) of the cost of tuition fees for such courses, up to one thousand five hundred dollars (\$1500.00) per semester or quarter course while the employee is accruing the one hundred fifty dollars (\$150.00) per month maximum education incentive pay (as described above). The maximum City contribution to the cost of tuition and books is three thousand dollars (\$3000.00) annually. Tuition Reimbursement Program guidelines are available through the Personnel Division.

The provisions of this section do not apply to employees undertaking an approved course during a regular workday or assigned shift.

Section 3 - Certificate Pay Program

The City will pay up to three hundred dollars (\$300.00) per month Certificate Incentive Pay upon certification as a Certified Energy Manager, Certified Green Building Professional (CGBP) or Leadership in Environment and Energy Design (LEED). An employee covered by this MOU may not receive Certificate Incentive Pay for more than one of these certificates at a time.

ARTICLE XII

LONGEVITY PROGRAM

Section 1. Effective 7-1-88 longevity pay will be as follows:

One percent (1%) of base salary at the end of seven (7) years of service; an additional one percent (1%) of base salary at the end of twelve (12) years of service; and an additional one percent (1%) of base salary at the end of seventeen (17) years of service; and an additional three hundred dollars (\$300.00) annually paid on a biweekly payroll basis after completion of twenty-five (25) years of service.

Section 2. Effective 1-1-89 longevity pay will be as follows:

The same as above with deleting three hundred dollar (\$300.00) annually paid for twenty-five (25) years of service and inserting two percent (2%) of base salary at twenty-two (22) years of service.

The additional percent(s) to base salary shall be paid on normally assigned positions and not temporary or special assignments.

ARTICLE XIII

EMPLOYEE'S INSURANCE COVERAGE

Health

Until December 31, 2008, the City shall continue to contribute toward any CalPERS health insurance plan selected by full time employees, at a rate up to the CalPERS established Kaiser-Orange County family rate. Effective January 1, 2009, the City shall contribute toward any CalPERS health insurance plan selected by full time employees, up to the CalPERS established Kaiser-Los Angeles County family rate. The employee must pay any remaining premium for dependent coverage through payroll deduction.

Effective March 2005, the City will reimburse employees up to a maximum of one hundred twenty dollars (\$120.00) for health plan co-payments incurred in the previous calendar year with proper documentation. *In the event an employee incurs co-payment costs that exceed the agreed reimbursable amount of one hundred twenty dollars (\$120.00) in a given year, the employee may carryover the non-reimbursable amounts for subsequent payment up to three (3) 3 years with proper documentation.*

Dental

For full time employees hired before January 1, 2009, the City will continue to contribute up to one hundred percent (100%) of the established family rate for dental insurance selected by that employee. For full time employees hired after January 1, 2009, the City shall contribute up to eighty percent (80%) of the established family rate for dental insurance selected by that employee.

In March of each year of the MOU, the City will reimburse the employee for dental plan deductibles incurred in the previous calendar year. Effective November 1, 1999, the City shall enhance the current dental benefits to include a retirement benefit for employees who retire from active City service with at least five years tenure with the City. Verification of CalPERS retirement application will be required.

Life

Effective July 1, 2002, the City shall pay a life insurance premium for all full time management employees in the amount of fifty thousand dollars (\$50,000.00) with the full cost of the premium paid by the City, inclusive of a retirement benefit as outlined for dental insurance.

Vision

For full time employees hired before January 1, 2009, the City will continue to contribute up to one hundred percent (100%) of the established family rate for vision insurance selected by that employee. For full time employees hired after January 1, 2009, the City shall contribute up to eighty percent (80%) of the established family rate for vision insurance selected by that employee. The City shall continue to include a retirement benefit for employees who retire from active City service with at least five years tenure with the City. Verification of CalPERS retirement application will be required.

Effective March 2005, the City will reimburse employees up to a maximum of thirty dollars (\$30.00) per eligible dependent/employee for vision plan co-payments incurred in the previous calendar year with proper documentation. *In the event an employee incurs co-payment costs that exceed the agreed reimbursable amount of thirty dollars (\$30.00) per eligible dependent/employee in a given year, the employee may carryover the non-reimbursable amounts for subsequent payment up to three (3) years with proper documentation.*

The City shall provide a flexible benefits plan in accordance with Internal Revenue Code Section 125.

The City shall implement an Employee Assistance Program (EAP) with the full insurance premium incurred by the City.

Effective January 1, 1999, the City shall implement the State Disability Insurance Program with the full cost of such plan to be paid by the City.

ARTICLE XIV

SICK LEAVE POLICY

Sick leave with pay shall be granted by the City Manager and/or his/her designee at the rate of one work day for each calendar month of service accrued at 3.69 hours per pay period or prorated if not a full pay period. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. In no event will sick leave with pay be granted in excess of that which is accrued.

In order to receive compensation while absent on sick leave, the employee shall notify his immediate supervisor prior to, or within two (2) hours after the time set for beginning duty, unless notification is physically impractical. A physician's certificate or personal statement will be submitted for absences of three (3) days or more. The City may require a physician's certificate and release to return to work whenever there is reasonable cause to believe that there has been an abuse of sick leave or when there is reasonable doubt as to the employee's ability to perform his duties satisfactorily and safely. The City maintains the right to discipline any employee for excessive absenteeism.

Effective January 1, 2000, the City shall implement AB 109, Labor Code Section 233 as required by law. An employee shall be allowed to use in any calendar year sick leave accrued and available in an amount not less than what would be accrued in six (6) months of employment to attend to the illness of a child, parent or spouse of the employee. For purposes of this section, six (6) months sick leave accrual will be based on thirteen (13) pay periods. All conditions and restrictions placed by the City upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, or a registered domestic partner.

This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Family and Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

There shall be a sick leave pay off program. This program uses a sick leave limit of ninety-six (96) work days and the frozen amount, if applicable, which consists of sick leave hours earned in excess of ninety-six (96) work days prior to July 1, 1974, and retained and frozen as of that date. The method of compensation shall be on a straight time pay basis at the rate of pay in effect at the time of pay off. The pay off program has three elements: retirement, resignation or termination and annual compensation.

For purpose of the pay off program retirements are limited solely to regular service (non-disability) retirements. Upon regular service (non-disability) retirement employees shall receive fifty percent (50%) compensation for unused sick leave hours up to the maximum of the ninety-six (96) workdays. Fifty percent (50%) compensation shall also be received for the sick leave hours frozen as of June 30, 1974.

For purpose of the pay off program resignations and terminations shall exclude terminations for cause and retirements. Upon resignation or termination as specified herein and only after ten (10) years of continuous City service, employees shall be compensated for one-quarter (1/4) of their unused sick leave hours up to the maximum of ninety-six (96) work days. Twenty-five percent (25%) compensation shall also be received for the sick leave hours frozen as of June 30, 1974.

The annual compensation element of the sick leave pay off program is provided as follows: Fifty percent (50%) of the sick leave earned beyond ninety-six (96) work days or the frozen amount shall be annually compensated to the employee at the end of each calendar year. The remaining fifty percent (50%) of such excess sick leave remains on the books but shall be used for actual sick leave purposes only and shall not entitle the employee to any additional compensation. Sick leave accrued beyond the ninety-six (96) workday maximum or frozen amount shall be used prior to the earlier earned sick leave.

ARTICLE XV

HOLIDAYS

Section 1. The City and Group agree to incorporate into this MOU the elimination of specified holidays and have floating holidays replace them. The holidays to be eliminated are: Washington's Birthday, Lincoln's Birthday, Columbus Day, Admission Day, and Veteran's Day.

a) The total number of floating holidays is five (5) with all floating holidays available at the beginning of the calendar year. All floating holidays to be taken off are subject to operational and scheduling factors and must be approved by the employee's supervisor.

b) Subject to (c) below, no floating holidays will be available until the successful completion of the original probationary period. At that time, such employees will be credited with a pro rata portion of the aforesaid five (5) floating holidays based upon the time remaining in the initial calendar year of employment, but in no case less than one day.

c) No floating holiday may be carried over to another calendar year.

d) The availability of five (5) floating holidays on January 1 of each year (in the case of a permanent employee) and of a pro rata portion thereof upon successful completion of the probationary period (in the case of new employees) is based upon the assumption that the employee will successfully complete employment with the City for the calendar year in question. If an employee fails to successfully complete employment for the said calendar year, the number of floating holidays available to the employee shall be prorated on the basis of the portion of the calendar year for which the employee was employed by the City. If, under such circumstances, the employee has used more floating holidays than were actually available; the City shall make an appropriate reduction in its payment of final compensation to such employee.

e) Effective January 1, 1992, the accrual for five (5) floating holidays for fulltime employees shall be fifty (50) hours per annum based on a 4/10 work schedule.

f) In the event the City returns to an 8-hour/5 day workweek the accrual rate will reflect such change.

Section 2. Employees covered under this Memorandum shall be allowed the following paid holidays: New Year's Day, January 1; Martin Luther King Jr., third Monday in January; Presidents' Day, third Monday in February; Cesar Chavez Day, March 31; Memorial Day, last Monday in May; Independence Day, July 4; Labor Day, first Monday in September; Thanksgiving Day, fourth Thursday in November; day after Thanksgiving, fourth Friday in November; Christmas Day, December 25.

When a holiday named in this regulation falls on Sunday, it shall be observed on the following Monday. As the city is currently operated on a flexible work schedule, those holidays which fall on a Friday in any given year will not be observed by 4/10 employees. Those employees working a 5-day/8 hour (5/8) workweek will be paid for those holidays falling on a Friday. This provision is made with the understanding that the accrual rates for floating and personal leave time (Article XVII) will be adjusted annually for 5/8 scheduled employees as warranted to compensate both the 4/10 and 5/8 work schedules on an equal basis. In the event the City returns to a 5/8 work schedule for all fulltime employees, those holidays falling on a Saturday will be observed on Friday.

The City Manager may determine and approve as warranted the carryover of up to two (2) floating holidays into the following year for full-time employees. Said approved holidays shall be taken no later than June 30 of the carryover year. All requests must be submitted to the City manager no later than November 1 to be considered.

Section 3. Personal Leave Day may be taken on any day of the employee's choosing subject to operational and scheduling factors and must be approved by the employee's supervisor. The Personal Leave Day must be taken within the calendar year or it is lost. Employees who terminate without using their Personal Leave Day for that calendar year shall receive payment for this day.

Effective 1-1-03 the Personal Leave time available will be twenty (20) hours for employees working the 4/10 schedule and sixteen (16) hours for employees working the 5/8 schedule.

ARTICLE XVI

ACTING SUPERVISORY COMPENSATION

At such time as a supervisory position becomes temporarily vacant for reasons of sick leave, leave of absence or injury on duty status, a civil service employee may be assigned the supervisory duties and designated as "acting." Further, at such time as a supervisory position becomes vacant, i.e., without an incumbent, a civil service employee who has less than the minimum training or experience requirements for temporary appointment may be assigned the duties and designated as "acting" upon determination by the department head (or City Manager, if appropriate) that said employee is best qualified to perform all or a substantial portion of the duties of the supervisory position. The selection of the employee for "acting" status shall be within the sole discretion of the department head. Employees acting in a supervisory position shall not be entitled to any additional compensation for doing so unless they work eight (8) or more days in that assignment at which time they shall be entitled to acting compensation retroactive to the first day of that assignment. Such compensation shall continue until such time as the incumbent returns or, as in the case of the vacant position, the position is filled or the designated employee meets the temporary appointment requirements. Acting compensation is at the step rate in the supervisory position range which exceeds but is closest to the employee's current rate of pay in the permanent position or two hundred fifty dollars (\$250.00) per month, whichever is less.

ARTICLE XVII

RETIREMENT POLICY

The City will continue to provide employees in the Group a pension through the California Public Employees Retirement system ("CalPERS") using the "3% @ 60" formula. For the CalPERS "3% @ 60" retirement formula, the total Employer Paid Member Contribution (EPMC) is currently eight percent (8%) of reportable compensation.

- A. The City will continue to pay the full eight percent (8%) EPMC to CalPERS for all current full-time employees covered by this bargaining agreement . Retirement compensation shall be computed on the employee's one (1) year's highest earnings. Each employee, eligible for service retirement, may have his/her City paid CalPERS contribution reported as compensation for all or any part of the twelve (12) month period prior to his/her service retirement date upon written request to the Director of Finance. Accordingly, CalPERS contribution will be deducted from employee's higher based salary. This provision will remain in effect unless otherwise prohibited by CalPERS law.
- B. Effective January 1, 2011, all new employees (hired on after January 1, 2011), shall pay the full EPMC, currently eight percent (8%), directly to CalPERS through payroll withholding.

The City shall adopt the necessary resolutions and submit them to CalPERS to reflect the reductions in EPMC.

The City amended its contract with CalPERS to provide for parity on medical premiums for retirees from the bargaining unit and current employees (1993).

The City amended its contract with CalPERS to provide credit for unused sick leave (1992).

The City amended its contract with CalPERS to increase the 1959 Survivor Benefit from Level 3 to Level 4.

ARTICLE XVIII

LEAVE BENEFIT ACCRUAL RATES

The following shall represent leave benefit accrual rates for full-time classified employees:

VACATION	80 hours/year	(80/26) = 3.08 hours/pay period
VACATION	120 hours/year	(120/26) = 4.62 hours/pay period
VACATION	160 hours/year	(160/26) = 6.15 hours/pay period
SICK LEAVE	96 hours/year	(96/26) = 3.69 hours/pay period
FLOATING HOLIDAYS	50 hours/year	(50/26) = 1.923 hours/pay period (5/8 work schedule; see below)
PERSONAL LEAVE	10 hours/year	Credited January 1 annually (4/10)
	8 "	" (5/8)

Effective 1-1-03:

4/10	Floating Holiday	50 hours
	Personal Leave	20 hours
5/8	Floating Holiday	40 hours
	Personal Leave	16 hours

ARTICLE XIX

NON-DISCRIMINATION

It is agreed that neither the City nor the Group shall discriminate against any employee because of race, national origin, age, sex, sexual orientation, or Group membership or activity. It is further agreed that neither the City nor Group shall discriminate against any employee because of religion, marital status, political affiliation or a qualified physical or mental disability.

ARTICLE XX

ANNUAL VACATION LEAVE

The purpose of annual vacation leave is to enable each eligible employee annually to return to work mentally refreshed. All full time employees in the classified service shall be entitled to annual vacation leave with pay. Employees not eligible for vacation leave with pay are:

- 1) Employees still serving their original probationary period in the services of the City; however, vacation credits for the time shall be granted to each such employee who later received a permanent appointment.
- 2) Employees who work on an intermittent or seasonal basis and all hourly employees.

All eligible employees in the first through seventh year of continuous service shall earn vacation credit at the rate of eighty (80) hours per year. Beginning with the eighth year and through the fourteenth year of continuous service employees shall earn vacation credit at the rate of one hundred twenty (120) hours per year. Beginning with the fifteenth year of continuous service and thereafter employees shall earn vacation credit at the rate of one hundred sixty (160) hours per year.

Each eligible employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for his/her full annual vacation leave. After six (6) months of continuous service, the employee may be permitted to take vacation leave not to exceed forty (40) hours. In no event, however, will paid vacation be granted in excess of earned vacation credits.

Vacation leave must be approved in advance by the department head or City Manager. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department head with due regard to the wishes of the employee and particular regard for the needs of the service.

Effective January 1, 2009, an employee may accumulate vacation to a maximum of six hundred forty (640) hours. Vacation leave is accrued as earned and the amount of vacation leave accumulated shall not exceed the maximum. Accrual shall stop whenever the employee is at the maximum. Upon reaching the maximum allowed accumulation, future vacation hours shall not be earned unless or until vacation usage or cash out causes the employee's accrual to fall below the maximum limit set forth in this MOU.

Any employee that is at or over the cap as of January 1, 2009, shall not be capped at six hundred forty (640) hours until such time as that employee's total

accrued hours are actually reduced below the six hundred forty (640) cap. In the meantime, both the City and Management Unit mutually agree to formulate and implement individual plans for these affected employees to accelerate the use or cash out of vacation accruals to bring down their accruals below the six hundred forty (640) cap within a reasonable period of time. At the city's election, the city may allow an affected employee over the six hundred forty (640) hour cap additional buybacks of vacation time, upon the affected employee's request and with the consent of the City Manager, until that employee's total accrued hours fall below the six hundred forty (640) hour cap.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave upon termination of employment.

Effective July 1, 2007 the Group may be paid for up to one hundred sixty (160) hours per annum for compensable time. Sick time is excluded from this provision.

Payment shall be made in the following manner:

- a. Payment will be made annually at the employee's current hourly rate of pay.
- b. Payment will not exceed one hundred sixty (160) hours per calendar year.
- c. Payment request shall be submitted to the City Manager or his/her designee no later the 1st Thursday in November in order to be considered for payment. A form is available in the Human Resources Division.
- d. Such annual payment shall be included in the check for the first pay period ending in December provided the funds are available.

ARTICLE XXI

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of federal and state law.

ARTICLE XXII

FAMILY CARE AND MEDICAL LEAVE POLICY

I. STATEMENT OF POLICY

In addition to other leaves available under the MOU and/or other City provided leaves of absences, employees may also be eligible for leave under federal and state law.

The City will provide family and medical care leave for eligible employees as required by state and federal law, including leaves under the Federal Family Leave Act (“FMLA”), the State of California Family Rights Act (“CFRA”), and Paid Family Care Leave (“PFCL”).

An individual who is entitled to leave under the FMLA and the CFRA must take Family Temporary Disability Insurance leave concurrent with leave taken under the FMLA and the CFRA.

II. DEFINITIONS

In implementing this policy, the following definitions will apply:

A. “12-Month Period” means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

B. “Parent” means the biological, foster, or adoptive parent of an employee or an individual who stands or stood *in loco parentis* (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

C. “Child” means a child under the age of eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, a legal ward, a son or daughter of a domestic partner, or a son or daughter who stands in loco parentis to that child.

D. “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage.

E. “Domestic Partner” means a partner as defined in Section 297 of the California Family Code.

F. “Family Member” means a child, parent, spouse, or domestic partner as defined in this policy.

G. “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider as defined under federal and/or state law.

H. “Health Care Provider” is defined pursuant to the FMLA and CFRA.

III. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee or the employee’s domestic partner;

2. The placement of a child with an employee in connection with the adoption or foster care of a child by the employee or domestic partner;

3. Leave to care for a child of the employee, spouse or domestic partner who has a serious health condition; or

4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position;

5. Leave to care for a parent, spouse, or domestic partner who has a serious health condition.

IV. EMPLOYEES ELIGIBLE FOR LEAVE (Not applicable to PFCL)

An employee is eligible for leave if the employee:

1. Has been employed for at least twelve (12) months; and

2. Has been employed for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period.

A female employee has a reasonable leave of absence of up to four (4) months whenever she becomes disabled as a result of pregnancy, childbirth, or related medical conditions.

Four (4) months is the maximum allowed for pregnancy-related disability leave. A female employee who is physically and mentally capable of returning to work before the expiration of four months is not entitled to a full four (4) month leave of absence.

Notwithstanding any leaves available under this policy, once an employee exhausts all federal and state leaves, and any accrued paid leaves, the employee may apply for an unpaid administrative leave of absence pursuant to Article XXXVI for successive periods of up to thirty (30) days each up to a maximum of one hundred and eighty (180) consecutive days. The City has the discretion to either grant or deny any request for an unpaid administrative leave. Benefits shall not accrue during the term of an unpaid leave of absence nor does such time count as service time for step increases, seniority or other purposes.

A. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee or domestic partner, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks duration on any two (2) occasions.

If leave is requested to care for a child, parent, spouse, domestic partner or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Spouses Both Employed by the City

In any case in which domestic partners or spouses are both employed by the City and both are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

VI. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job.

Employees may make the appropriate contributions for continued coverage by payroll deductions or direct payments made to these plans. Depending on the particular plan the City will inform employees whether the premiums should be paid to the carrier or to the City. An employee's coverage on a particular plan may be dropped if he/she is more than thirty (30) days late in making a premium payment. However, employees will receive a notice at least fifteen (15) days before coverage is to cease, advising that coverage will be dropped if the employee's premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums due the City (e.g. unpaid wages, vacation pay, etc.).

VII. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting FMLA, CFRA leave and Paid Family Leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

A. Employer's Right to Require An Employee to Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation and/or administrative leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled and may use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, domestic partner, spouse or child with a serious health condition, and would be permitted as sick leave under the City's sick leave policy.

As for compensatory time, an employee may use compensatory time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any twelve (12) month period in which an employee is eligible for these benefits, the City may require an employee to take up to two (2) weeks of earned but unused vacation leave prior to the employee's initial receipt of these benefits. If the City requires the employee to take vacation leave, that portion of the vacation leave that does not exceed one (1) week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

VIII. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, domestic partner or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position.

A. Time to Provide a Certification

When an employee's leave is foreseeable and at least thirty (30) days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least fifteen (15) calendar days after the employer's request) unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

B. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided.

C. Recertification

If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

D. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, or for pregnancy-disability leave, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

IX. EMPLOYEE NOTICE OF LEAVE

Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion; adequately cover the position with a substitute. All notices required under this Policy must be submitted to the Employee's Department Head.

X. REINSTATEMENT UPON RETURN FROM LEAVE

A. Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and

other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/Paid Family Leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City the employee will be reinstated within two (2) business days, where feasible, after the employee notifies the employer of his/her readiness to return.

B. Employee's Obligation to Periodically Report on His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness for Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

ARTICLE XXIII

HOURS OF WORK

All classified City employees shall work five (5) eight (8) hours shifts per week, Monday through Friday, except as designated by other Resolutions and Ordinances enacted by the City Council and by directives of the City Manager acting within the framework of said Resolutions and Ordinances.

Resolution 76-86 provided that no hourly person, temporary help or seasonal worker shall work more than thirty-five (35) hours in any week.

Effective immediately upon adoption of the Resolution approving this MOU, all employees covered by this agreement shall be eligible to work a compressed work week (4/10 or 9/80) or flexible work schedule as mutually agreed between the employee and Department Manager and approved by the City Manager or his designee.

ARTICLE XXIV

ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. If an employee is unable to report to work, the employee must notify his/her supervisor in accordance with departmental policy. Failure to do so may result in disciplinary action. Any employee who is unable to report to work must be approved for paid leave status, unless his accumulated paid leave time has been exhausted, or on approved leave of absence in accordance with Article XXXVI. Failure on the part of an employee, absent without leave to return to duty within twenty-four (24) hours after notice to return, shall be deemed a resignation unless an acceptable reason is given. Such notice to return shall be sent by registered mail to the addressee only, return receipt requested, or by courier or telegram. It is the responsibility of the employee to notify the supervisor and the Human Resources Division of any change of address or telephone number.

ARTICLE XXV

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

A "Grievance" shall be defined as a controversy between the City and the Group or an employee or employees covered by this MOU solely relating to alleged violations of written terms of this MOU. An appeal of a disciplinary action, including suspension, discharge for cause, demotion or disciplinary reduction in pay, shall initially be submitted at Step 3 and contain a succinct written statement of the basis of appeal within five (5) working days of the imposition of discipline. All written responses to a disciplinary appeal will specify reasons for the decision and inform the employee of the appeal procedure and applicability of Section 1094.6 of the Code of Civil Procedure limiting the time within which legal actions must be commenced.

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below. The employee may request the assistance of a representative of his own choosing in preparing and presenting a grievance. Either party to the grievance may invite persons with relevant information to be present. For purposes of this procedure "working days" refers to Monday through Thursday, 7:00 AM to 6: 00 PM and excludes weekends and holidays.

A grievance by a department head shall be submitted in accordance with Step 3.

Step 1: An employee's grievance must be orally discussed with the first line supervisor immediately in charge of the aggrieved employee within ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the date that he should have been reasonably expected to have had knowledge of the grievance. The supervisor will give his answer to the employee by the end of the tenth (10th) working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to pursue it further, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and/or detailing the specific provisions of this MOU alleged to have been violated, signed and dated by the employee and presented to the department head or, in his absence, his designee within ten (10) working days after termination of Step 1. Written discrimination allegations must contain a description of the purported discriminatory action and

the specific basis which is defined by Federal or State law as discriminatory. A meeting with the employee, designated representative (if any) and department head, or in his absence, his designee, may be arranged at a mutually agreeable location and time to review and discuss the grievance. If scheduled, such meeting will take place within ten (10) working days from the date the grievance is received by the department head, or, in his absence his designee. The department head, or, in his absence his designee, will give a written reply by the end of the fifth (5th) work day following the date of the meeting, and the giving of such reply will terminate Step 2.

Step 3: If the grievance is not settled at step 2, the employee may move the grievance to Step 3 by serving written notice upon the City Manager within ten (10) working days after receipt of the reply in step 2, or within ten (10) working days after the reply was due, requesting a meeting. Said meeting shall be scheduled within (10) working days after receipt of such request. The City Manager, or in his absence his designee, shall provide the employee with a written disposition of the grievance within ten (10) ten working days after the meeting. The City Manager's decision shall be final and binding, except in disciplinary and discrimination cases as specified below.

Step 4: The employee may seek review by the Personnel Board of the City Manager's decision in grievance matters by submitting a written request to the Personnel Department within ten (10) working days from the date of the answer in Step 3. The Personnel Board may grant an informal hearing and the Board's role in such matter is advisory only, except that in disciplinary and discrimination cases, the Board shall grant a hearing and the Board's decision shall be final and binding.

If any employee has complied with the above steps and requested Personnel Board review in a disciplinary appeal or discrimination allegation, the Board shall hold a hearing within thirty (30) days of the request and take such action as it deems appropriate. It is agreed that neither party shall attempt to influence the Personnel Board prior to the hearing.

Upon conclusion of any investigation or hearing, the Personnel Board shall, within ten (10) working days, notify Personnel in writing of its finding and recommendations. A copy of such finding shall be transmitted to the affected employee.

All costs of representation resulting from the process shall be borne by the party incurring them.

No employee shall use City time, staff or materials in the pursuit of a grievance or in response to a proposed or effected disciplinary action, unless he or she has obtained prior specific authorization to do so.

A grievance or other appeal which is not brought forward within the time limit provided within each of the sections of this article shall be deemed to have been waived and settled, unless such time limit is expressly extended by mutual agreement. Time limits as set forth above may be extended by a mutual agreement between the parties, but neither party shall be required to do so.

Probationary and hourly employees are excluded from the provisions of this article.

ARTICLE XXVI

BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the department head or City Manager may grant a four (4) day bereavement leave with pay. "Immediate family" is defined as mother, father or grandparents of employee or mate; mate; brother, sister, children or grandchildren of employees.

ARTICLE XXVII

EMERGENCY LEAVE

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In the event of an emergency, the City Manager may grant the use of a maximum of two (2) days sick leave annually as emergency leave. Application for emergency leave may be under the following conditions: 1) hospitalization or illness in immediate family*; 2) death in family not covered by bereavement leave; and 3) other events which preclude the employee's attendance at work and which the department head determines constitutes an emergency. If the department head denies an employee's request for emergency leave, the employee may request in writing that the City Manager review the request. The City Manager's decision shall be final.

* Not covered under Labor Code Section 233 / Article XIV, Sick Leave Policy

ARTICLE XXVIII

JURY DUTY

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The City shall compensate a full-time employee who has been called for jury duty. Compensation shall be at the employee's regular hourly rate pay. The employee shall remit to the City the amount paid by the courts minus any mileage reimbursement. Service on a grand jury is specifically excluded from this Article.

ARTICLE XXIX

SERVICE DISABILITY

Under the provisions of the Worker's Compensation Insurance and Safety Act of California, employees are compensated for injuries sustained in the course of employment, rendering them unable to perform their duties. The City of Lynwood provides full salary continuance for sixty (60) calendar days to an employee who is disabled by injury or illness arising out of and in the course of his duties. Time off work due to an on-the-job injury is not deductible from accumulated sick leave for the period prior to sixty (60) calendar days. Thereafter, compensation shall be only as provided in the Worker's Compensation and Safety Act.

Temporary and hourly employees are excluded from the provisions of this Article relating to salary continuance.

ARTICLE XXX

NO STRIKE

A. Prohibited Conduct

Section 1. The Group, its officers, agents, representative and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick out, or any other job action by withholding or refusing to perform services.

Section 2. Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

Section 3. In addition to any other lawful remedies or disciplinary action available to the City if the Group fails, in good faith, to perform all responsibilities listed below in B, Section 1, the City may suspend any and all of the rights, privileges, accorded to the Group under the Employee Relations Resolution in this MOU including, but not limited to, right of access, check-off, the use of the City bulletin boards and facilities.

B. Group Responsibility

Section 1. In the event that the Group, its officers, agents, representatives, or members engage in any of the conduct prohibited in A, Section 1, above, the Group shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful and they must immediately cease engaging in conduct prohibited in A, and return to work.

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

ARTICLE XXXI

FULL FAITH AND CREDIT CLAUSE

For purposes of administering the term and provisions of the various ordinances, resolution, rules and regulations which may be adopted by the City pursuant to this MOU, all resolutions of the City Council, and all existing matters resolved regarding wages, hours, fringe benefits and other terms and conditions of employment prior to Myers-Milias-Brown Act in 1968, will remain unchanged and unaltered except where expressly changed or altered in this MOU. It is agreed that Management employees retain all benefits previously accrued as miscellaneous employees.

ARTICLE XXXII

SAVINGS CLAUSE

Any resolution of the City incorporating any provisions of this MOU shall provide that if any provision of this MOU or of such resolution of any kind is at any time or in any way held to be contrary to any law by any Court of proper jurisdiction, the remainder of this MOU and the remainder of such resolution shall not be affected thereby and shall remain in full force and effect.

ARTICLE XXXIII

AUTHORIZED AGENTS

For the purpose of administering the provisions of this MOU:

A. The City's principal authorized agent shall be the City Manager or his duly authorized representative (address: 11330 Bullis Road, Lynwood, CA 90262; telephone: 310-603-0220), except where a particular Management representative is specifically designed in connection with the performance of a specific function or obligation set forth herein.

B. The Lynwood Employees' Management Group's principal authorized agent shall be the Group's President or his duly authorized representative (address: 11330 Bullis Road, Lynwood, CA 90262; telephone 310-603-0220)

ARTICLE XXXIV

GENDER REFERENCES

As used in this MOU, all references to gender, such as references to “he”, “him”, and “his” and references to “they”, “them” and “theirs”, shall apply equally to both sexes.

ARTICLE XXXV

LAYOFF

The City may separate any employee or class of positions without prejudice, because of the financial or economic condition of the City, reduction of work or the necessity for the position or employment no longer exists. The City shall give such employee not less than thirty (30) days advance notice of separation and the reason therefore. However, no permanent full-time employee shall be separated while emergency, seasonal, probationary, part-time or temporary employees are employed into the same positions according to the needs of the service as determined by the City.

The conditions of layoff shall be as follows:

1. **PROMOTIONAL EXAMINATIONS.** For purposes of layoff, all promotional opportunities will be conducted prior to layoffs proceeding.
2. **ORDER OF SEPARATION.** The principal criterion used in determining the order of separation and bumping rights shall be seniority based on the total years of continuous full-time service and any prior part-time service as calculated on a pro-rata basis with the City provided the employee presently possesses the skill, ability and qualifications to perform the job. Layoffs shall be in the reverse order as hired. That is, the employee in the affected job class with the least total City service shall be laid off first.

Whenever seniority is equal, the following criteria shall be applied in the indicated order:

- a. Ranking on eligibility list; b. Performance Evaluations; c. Drawing of lots

3. **BUMPING RIGHTS.** Any full-time employee who has been given notice of lay off may displace another employee in the same job class with less seniority in the same job class, or bump to another class in which they formerly held a permanent appointment and there is an employee with less seniority. It is understood that an employee seeking to bump into a lower class shall first occupy any vacant position before displacing an existing employee.

After the City has notified the affected employee of the layoff and the position available to the employee, if any, to bump, he/she must notify the Personnel Officer of his/her intent to exercise the bumping rights within ten (10) calendar days of the position 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 shall be displaced by the person who is laid off.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to bump to a position within City in which he/she formally held a permanent position.

4. APPOINTMENT OF LAID-OFF EMPLOYEES TO LOWER CLASS. Any employee in a represented job class who is scheduled to be laid off due to lack of work, lack or funds of elimination of position, may, not later than ten (10) calendar days after notice of layoff, request to displace (“bump”) an employee in a lower job class within the job series provided the laid off employee has greater overall City service seniority than the employee in the lower job class and is qualified by education and/or experience for such a position. If there is more than one employee who is qualified for such appointment(s) the “bump” shall be based on seniority with the employee with the highest seniority offered the position first, then the next highest, etc.

The City Manager shall approve the appointment of an employee who is to be laid off to a lower class which the employee is qualified without requiring an examination within the job series. An employee who has not previously served in the lower class may be required to successfully complete the probationary period for the class.

If the employee(s) have the same seniority, then the procedure for breaking ties set forth in this article shall apply.

The employee displaced as a result of being “bumped” shall be considered as laid off for the same reasons as the person originally displaced and the same displacement rights shall be afforded.

5. SALARY PLACEMENT. An employee(s) who accept an appointment to a lower job class as a result of a layoff and/or a displacement (“bump”) shall be placed at the step of the salary range which most closely corresponds to, but in no case exceeds, the salary step of the previously held position.

ARTICLE XXXVI

LEAVE OF ABSENCE

A permanent classified employee may be granted an unpaid leave of absence of up to thirty (30) days for medical, personal and other reasons. Extensions on other leave requests may also be granted for successive periods of up to thirty (30) days each up to a maximum of one hundred-eighty consecutive days unless otherwise approved by the City Council. Benefits shall not accrue during the term of an unpaid leave of absence nor does such time count as service time for step increase, seniority or other purposes. Available compensatory time off and vacation leave shall be used prior to the commencement of a leave of absence. The City Manager may approve up to thirty (30) days unpaid leave for personal leave requests. All other requests for leaves of absence must be submitted in writing and be approved by the City Council.

Military leave shall be granted as mandated by Federal and State law (See Article XXI).

Pregnancy leave shall be governed by the Family Care and Medical Leave Policy (See Article XXII).

Upon expiration of an approved unpaid leave of absence the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at the expiration of such leave shall be cause for discharge.

ARTICLE XXXVII

FULL UNDERSTANDING, MODIFICATIONS WAIVER

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any other matters within the scope of negotiations during the term of this MOU.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

D. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE XXXVIII

RENEGOTIATION

The parties shall use their best efforts to submit new proposals for a successor MOU by April 1, 2011 and shall begin negotiations by May 1, 2011.

ARTICLE XXXIX

TERM

This MOU is to cover said employees for the period from July 1, 2010 through June 30, 2011.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding on

Labor Relations Officer of
the City of Lynwood/A
Municipal Corporation


BY


Dated this 6TH day of

October, 2010

Lynwood Management
Bargaining Group

BY


Dated this 6TH day of

October, 2010

Assistant City Manager
of the City of Lynwood

BY


Dated this 11TH day of

October, 2010

Lynwood Management
Bargaining Group

BY


Dated this 6TH day of

October, 2010

City Manager of the
City of Lynwood

BY


Dated this 11TH day of

October, 2010

Lynwood Management
Bargaining Group

BY


Dated this 6TH day of

OCT., 2010