

NOTICE

COMPTON CITY COUNCIL AGENDA Wednesday, May 06, 2015 3:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO HAPPY SOFTWARE, INC. IN PAYMENT OF THE ACQUISITION OF FOUR (4) ADDITIONAL USER LICENSES FOR HAPPY PRO SOFTWARE PROGRAMS AND MAINTENANCE SERVICES (\$3,225)
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING, INC. AND ISSUE A PURCHASE ORDER FOR \$133,165.00 TO DESIGN A NEW BOOSTER PUMP STATION FOR THE TANK FARM RESERVOIR SITE AND PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOU) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2325, COMPTON MANAGEMENT EMPLOYEES ASSOCIATION (CMEA) FOR FISCAL YEARS 2015 -- 2017
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3947, NON-SUPERVISORY UNIT (LUMNSE) FOR FISCAL YEARS 2014 - 2016

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, May 12, 2015 @ 5:45 PM.

Visit our website at <http://www.comptoncity.org>

View Meetings Live at <mms://livemedia.comptoncity.org:8080>

May 6, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE
ORDER TO HAPPY SOFTWARE, INC. IN PAYMENT OF THE
ACQUISITION OF FOUR (4) ADDITIONAL USER LICENSES
FOR HAPPY PRO SOFTWARE PROGRAMS AND
MAINTENANCE SERVICES (\$3,225)**

SUMMARY

This request is for authorization to issue a purchase order to HAPPY Software, Inc. in the amount of \$3,225.00 for the purchase of four (4) additional user licenses for the “Happy Pro” and “HAPCheck” software programs and support and maintenance services for the Compton Local Housing Authority (“Housing Authority”).

BACKGROUND

HAPPY software has been used by the Housing Authority for a number of years. Even though there are other software programs available in the public housing industry, a polling of other Public Housing Authority’s (“PHA”) reveals that “Happy Pro” software is the single most important factor in managing tenant data, inspections and daily responsibilities at the Housing Authority.

The Housing Authority staff is very knowledgeable of the HAPPY software; therefore upgrading to “Housing Pro” software was to the Housing Authority’s advantage.

STATEMENT OF ISSUE

In 2013, the Housing Authority entered into an agreement with HAPPY Software, Inc. for a Software Use License for the upgraded version of “Happy Pro” and “HAPCheck” software programs and support and maintenance services for the Housing Authority. This upgraded software combines security and quality control, organization and tracking, managing forms, letters and historical information which will ensure that the Housing Authority software will be current with ever-changing regulations, entitles the agency to technical support, feature updates and software enhancements and assistance when needed.

#1.

**Staff Report – Council Resolution Authorize Purchase Order (\$3,225)
To HAPPY Software, Inc./Purchase Four (4) Additional
User Licenses for HAPPY Pro Software
May 6, 2015, page 2**

A total of six (6) user licenses were purchased at the time the Housing Authority initially began the process of upgrading. While six (6) user licenses were adequate for use by the Housing Authority staff over the years, the number of employees trained and using the software has significantly increased, causing a considerable delay in work productivity. Staff believes that obtaining an additional four (4) user licenses will improve and increase the workflow for the Housing Authority.

FINANCIAL IMPACT

The cost of acquiring four (4) additional user licenses, along with support and maintenance services will be Three Thousand Two Hundred Twenty Five Dollars (\$3,225.00), itemized as follows:

Internet-based Setup	\$ 225.00
Housing Pro User License (4x\$750)	\$3,000.00
Total	\$3,225.00

The Urban Community Development Commission (“UCDC”) is the governing body of the Compton Local Housing Authority, thus a companion resolution has been presented to that legislative body for authorization to amend the Software Use License and Support Agreements for the acquisition of four (4) additional user licenses. However, the Housing Authority’s budget is controlled by the City Council, therefore Council approval is needed for issuance of the purchase order.

Funds have been allocated for this expense in Account No. 2820 790 000 4222 in the amount of \$3,225.00.

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO HAPPY SOFTWARE, INC. IN PAYMENT OF THE ACQUISITION OF FOUR (4) ADDITIONAL USER LICENSES FOR HAPPY PRO SOFTWARE PROGRAMS AND MAINTENANCE SERVICES (\$3,225)

WHEREAS, HAPPY software has been used by the Housing Authority for a number of years; and

WHEREAS, in 2013, the Urban Community Development Commission authorized an agreement with HAPPY Software, Inc. for a Software Use License for the upgraded version of “Happy Pro” and “HAPCheck” software programs and support and maintenance services for the Compton Local Housing Authority (“Housing Authority”); and

WHEREAS, a total of six (6) user licenses were purchased at the time the Housing Authority initially began the process of upgrading and while six (6) user licenses were adequate for use by the Housing Authority staff over the years, the number of employees trained and using the software has significantly increased, causing a considerable delay in work productivity; and

WHEREAS, staff believes that obtaining an additional four (4) user licenses will improve and increase the workflow for the Housing Authority; and

WHEREAS, the cost of acquiring four (4) additional user licenses, along with support and maintenance services will be Three Thousand Two Hundred Twenty Five Dollars (\$3,225.00); and

WHEREAS, the Urban Community Development Commission is the governing body of the Compton Local Housing Authority, thus a companion resolution has been presented to that legislative body for authorization to amend the Software Use License and Support Agreements for the acquisition of four (4) additional user licenses, however, the Housing Authority’s budget is controlled by the City Council, therefore Council approval is needed for issuance of the purchase order; and

WHEREAS, the cost of acquiring four (4) additional user licenses, along with support and maintenance services will be Three Thousand Two Hundred Twenty Five Dollars (\$3,225.00); and

WHEREAS, the funds are available in the Fiscal Year 2014-2015 Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager hereby authorized to issue a purchase order to Happy Software, Inc. for the acquisition of four (4) additional users licenses for use of the Software License to “Happy Pro” and “HAPCheck” software upgrades, support and services.

Section 2. That funds for these services are available in Account No. 2820 790 000 4222 in the amount of \$3,225.00.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Compton Local Housing Authority.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS -
NOES: COUNCIL MEMBERS -
ABSENT: COUNCIL MEMBERS -
ABSTAIN: COUNCIL MEMBERS -

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO HAPPY SOFTWARE, INC. IN PAYMENT OF THE ACQUISITION OF FOUR (4) ADDITIONAL USER LICENSES FOR HAPPY PRO SOFTWARE PROGRAMS AND MAINTENANCE SERVICES (\$3,225)

Delmonsha Green
DEPARTMENT MANAGER'S SIGNATURE

4/2/2015 5:32:39 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/21/2015 6:59:34 PM
DATE

Johnny Ford
CITY MANAGER

4/20/2015 9:01:02 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

May 6, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC
ENGINEERING, INC. AND ISSUE A PURCHASE ORDER FOR
\$133,165.00 TO DESIGN A NEW BOOSTER PUMP STATION FOR THE
TANK FARM RESERVOIR SITE AND PREPARE CONSTRUCTION
PLANS AND SPECIFICATIONS**

SUMMARY

This resolution authorizes the City Manager to accept the professional services proposal of and enter into a professional services agreement with Civiltec Engineering, Inc. and issue a purchase order in the amount of \$133,165.00 (One Hundred Thirty-Three Thousand One Hundred Sixty-Five Dollars and Zero Cents) to design a new booster pump station for the Tank Farm Reservoir Site on Wilmington Avenue and prepare construction plans and specifications. Included in the Civiltec Engineering Inc. proposal are professional services that will be utilized during the construction phase of the project and will be coordinated with the construction contractor.

BACKGROUND

The Water Utility Division maintains four (4) above ground reservoirs (3,000,000 gallons each) located at its facility along Wilmington Avenue in the south part of the City. Water storage tanks are necessary for two purposes: operating storage or emergency storage. During normal operations the City's water storage tanks generally "floats" on the system. In other words, the tank is directly connected to distribution piping, and the elevation of the water in the tank is determined by the pressure in the system. Water flows into the tank when water demand is low, and it empties from the tank when demand exceeds supply. The Water Utility Division must also maintain a certain amount of water as emergency storage, such as high-demand fires or natural disasters.

However, the four reservoirs in question do not have any infrastructure (i.e. booster pumps) to push or boost the water from the tanks and into the distribution system to allow for proper cycling or turnover of stored water. In addition, if an emergency were to occur due to loss of wells or significant fire demands, the lack of booster pumps means the City is unable to distribute water from the storage tanks under appropriate pressure to the farthest points in the distribution system.

#2.

**Staff Report – Resolution Agreement with Civiltec engineering, Inc.
Design and Construction Documents for Booster Pump Station at
Tank Farm Reservoir Site – Wilmington Avenue
May 6, 2015, page 2**

Staff solicited request for proposals for the design of a new booster pump station. The following two (2) proposals were received from qualified engineering firms:

VENDOR

Civiltec Engineering Inc.
CivilSource

Because the request for proposal is for professional services the proposals received were evaluated based the following criteria (not lowest bid): completeness of proposal, quality of previous work performed, understanding of the projects scope of work, experience of project team, references, and proposed work schedule. Each proposal was thoroughly reviewed by staff and scored using a matrix of specific project criteria to determine which vendor is the most qualified to provide the necessary professional design services.

STATEMENT OF THE ISSUE

The City intends to reduce the age of potable water in four (4) existing interconnected 3,000,000 gallon storage reservoirs located at the City's facility along Wilmington Avenue by cycling the water every 7 days (if possible based on demand). The City's goal is to balance the need to minimize water age through cycling of the water in the reservoirs and related water quality concerns, while also upgrading its ability to boost water into the distribution system to maintain adequate pressure to maintain fire flow requirements during emergencies.

Staff believes the installation a new booster pump station will provide significant benefit to the entire water system because it will be designed and built to meet the Water Utility Division current and future operational needs. Staff recommends that the City Council approve the proposed resolution authorizing the City Manager to enter into a professional services agreement and issue a purchase order in the amount of \$133,165.00 (One Hundred Thirty-Three Thousand One Hundred Sixty-Five Dollars and Zero Cents).

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds are allocated in the 2014-15 Fiscal Year budget in Account No. 5003-880-000-4269 (Other Contract Services) for this agreement. This account has a balance of \$1,025,000.00 and after this deduction there will be \$891,835.00 left in the Other Contract Services account.

**Staff Report – Resolution Agreement with Civiltec engineering, Inc.
Design and Construction Documents for Booster Pump Station at
Tank Farm Reservoir Site – Wilmington Avenue
May 6, 2015, page 3**

RECOMMENDATION

It is staff recommendation that the Mayor and City Council adopt the attached Resolution.

**CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION**

**GLEN W. C. KAU, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

JF:GK:CB:tm

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC
ENGINEERING, INC. AND ISSUE A PURCHASE ORDER FOR \$133,165.00
TO DESIGN A NEW BOOSTER PUMP STATION FOR THE TANK FARM
RESERVOIR SITE AND PREPARE CONSTRUCTION PLANS AND
SPECIFICATIONS**

WHEREAS, it is the responsibility of the Water Utility Division of the Public Works/ Municipal Utilities Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the Water Utility Division maintains four (4) above ground reservoirs (3,000,000 gallons each) located at its facility along Wilmington Avenue in the south part of the City; however, these reservoirs do not have any infrastructure (i.e. booster pumps) to push or boost the water from the tanks and into the distribution system to allow for proper cycling or turnover of stored water. Additionally, if an emergency were to occur due to loss of wells or significant fire demands, the lack of booster pumps means the City is unable to distribute water from the storage tanks under appropriate pressure to the farthest points in the distribution system; and

WHEREAS, staff believes the installation a new booster pump station will provide significant benefit to the entire water system because it will be designed and built to meet the Water Utility Division current and future operational needs; and

WHEREAS, the new booster pump station will enable the City to balance the need to minimize water age through cycling of the water in the reservoirs and related water quality concerns, while also upgrading its ability to boost water into the distribution system to maintain adequate pressure to maintain fire flow requirements during emergencies; and

WHEREAS, the Division advertised for professional services proposals from engineering firms for design services and preparation of construction plans and specifications for a new booster pump station for the Tank Farm Reservoir Site (Wilmington Avenue facility); and

WHEREAS, sealed proposals were received from the engineering firms of Civiltec Engineering, Inc. and CivilSource; and

WHEREAS, staff reviewed the proposals submitted by the firms and ranked the proposal from Civiltec Engineering, Inc. was best qualified to provide the professional services required for the design of a new booster pump station; and

WHEREAS, funds for the services to be performed are available in the Water Utility Division's 2014-15 Fiscal Year Budget in Account No. 5003-880-000-4269 (Other Contract Services).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the proposal of Civiltec Engineering Inc. in the amount of \$133,165.00 (One Hundred Thirty-Three Thousand One Hundred Sixty-Five Dollars and Zero Cents) for the design of a new booster pump station is hereby accepted.

Resolution No. _____
Page 2

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Civiltec Engineering, Inc. for preparation of the design documents for the new booster pump station at Tank Farm Reservoir Site on Wilmington Avenue and preparation of the construction plans and specifications.

SECTION 3. That funds for these services are available in the Water Utility Division’s Fiscal Year 2014-2015 budget in Account No. 5003-880-000-4269 (Other Contract Services).

SECTION 4. That a purchase order is hereby authorized to issued in the amount of \$133,165.00 (One Hundred Thirty-Three Thousand One Hundred Sixty-Five Dollars and Zero Cents) to Civiltec Engineering, Inc.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Water Utility Division.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVILTEC ENGINEERING INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **CIVILTEC ENGINEERING INC.** (hereinafter referred to as "**CONSULTANT**"), located at 118 West Lime Avenue, Monrovia, California 91016.

RECITALS:

WHEREAS, the City seeks to install a new booster pump station for the Tank Farm Reservoir Site on Wilmington Avenue for the benefit of the entire water system because it will be designed and built to meet the Water Utility Division current and future operational needs; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to assess and design the new booster pump station and provide assistance with the construction bidding process and construction engineering support; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Civiltec Engineering, Inc.) to provide the design services required; and

WHEREAS, Consultant represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing assessment and design for a new booster pump station for the Water Utility Division of the Public Works/Municipal Utilities Department of the City. Services to be performed include General Administration, Meetings and Presentations; Site Investigation and Evaluation; Preliminary Design Report (PDR) and Investigation; Final Design and Construction Documents; Construction Bidding Through Contract Award and Construction Engineering Support. Consultant's services shall be rendered in two (2) phases. Phase I consists of the design of the new booster pump station and assistance to the City with preparation of the Request for Bids to select a contractor's for construction of the project. Phase II consists of the Consultant performing all necessary technical assistance required in conjunction with resolving contractor's work related to installing

the new booster pump station. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- A. General Administration, Meetings and Presentations
 - Project Management and Coordination
 - Kick-Off Meeting – schedule and attend a Kick-Off Meeting with City Staff
 - Master Project Schedule (MPS) – prepare a MPS for each major phase of work to serve as a guide to conducting and monitoring the progress of the work
 - Progress Meetings – Allow for 5 progress meetings
- B. Site Investigation and Evaluation
 - Data Collection – Interview City personnel to better understand the City's operational procedures of wells and reservoirs.
 - Document Records Research – Including review of the City's existing Master Water Study and 2008 hydraulic model prior to design. Reviewing the hydraulic model will help to define a new operation procedure when the BPS will be in service.
 - Field Review / Property Survey
- C. Preliminary Design Report (PDR) and Investigation
 - Consultant shall prepare a PDR that will be used as the basis for the design of the project.
 - Present PDR Findings – Meet with the City to present and discuss the PDR findings. Collect comments and revise the PDR as necessary. Two copies of the final PDR is required for submittal to the City.
- D. Final Design and Construction Documents
 - Pump Station Design: shall consist of the following considerations:
 - a) Civil Site Design Considerations to assure feasibility of construction, adequate housing, and guarantee proper connection to the existing system.
 - b) Pumping Systems Analysis, including plotting the system curves and proposed pump curves to assure hydraulic compatibility and proper pump design.
 - c) Electrical components of pump station will be designed to assure reliable operation of the pump station utilizing the most efficient and energy saving equipment.
 - d) SCADA and PLC system for pump station will be designed to provide for reliable operation at all times. All design parameters related to SCADA and PLC systems will be coordinated with the City's SCADA integrator to ensure compatibility and continuity with the City's existing and planned upgrade to its SCADA system.
 - e) Back-Up Systems. A permanent back-up power supply or provisions for easy and quick connection of a portable emergency generator will be considered for each pump station.
 - Electrical and Controls will be designed to cover the followings:
 - a) Provide Electrical Engineering design and specifications for power and instrumentation and control (I&C) system.
 - b) Electrical Engineering design and specifications for automatic transfer switch, and emergency diesel standby generator and all related equipment.

- c) Electrical engineering design and specifications for Site Power and Lighting systems.
 - d) Electrical engineering design and specifications for Supervisory Control and Data Acquisition (SCADA) system. All design parameters related to electrical and controls for SCADA integrated systems will be coordinated with the City's SCADA integrator to ensure compatibility and continuity with the City's existing and planned upgrade to its SCADA system.
 - e) Electrical and I&C Specifications
 - Drawings - The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. All designs shall be prepared and submitted to the City for review at intervals of 60%, 90% and 100% of design completion.
 - Prepare Construction Technical Specifications
 - Prepare Special Provisions
 - Prepare Construction Bid Documents
 - Prepare Construction Schedule and Cost Estimates
- E. Construction Bidding Through Contract Award
- Pre-Bid Conference – Attend pre bid conference.
 - Interpretation and Addenda – Prepare Addenda for the review by the City as needed.
- F. Construction Engineering Support
- Provide Resident Engineering services on an as-needed basis for quality assurance/quality control purposes during construction.
 - Attend meetings as necessary to clarify design intent.
 - Review and respond in writing to RFI's and RFCO's in a timely manner.
 - Provide amended drawings as needed in response to contractor's RFI's or RFCO's for clarifications, or for changes requested by the City.
 - Provide contract management and administration consultation including providing recommendations for bid acceptance, insurance and bond review, and contract award.
 - Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.
 - Review and provide advice to the City on change order(s) and/or extra work order(s) as needed.
 - Ensure efficient and timely submittal review.
 - Review submittals for complete and strict conformance with the contract plans, specifications and documents. Assure that any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents for:
 - a) Construction shop drawings
 - b) Fabrication and mill testing of equipment and materials
 - c) Manufacturer's design of systems
 - d) Any other submittals required by the Contract Documents
 - e) Return submittals to the Project Manager, and keep (2) copies of all preliminary and final shop drawings that have been reviewed for conformance. At the end of the job we will submit to the City the second copy of the reviewed submittals.
 - f) Prepare construction "record" or "as-builts" drawings based on marked-up documents and drawings received from the City's Project Manager and

inspection staff. Submit one (1) full-size original mylar reproducible set of construction “record” drawings and an electronic copy of the AutoCAD file to the City in accordance with the City’s Digital Submission Standards.

As more fully described in the City’s **“Request for Proposals Water Bond Improvement Project: Tank Farm Booster Pump Station”** (issued February 19, 2015) and the in Consultant’s **“Proposal”** dated April 1, 2015, both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant’s special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. “Errors” and “Omissions” for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant’s staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

W. David Byrum, P.E., Principal Engineer of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier. The parties anticipate that Consultant’s Phase I design services will be completed within One Hundred Seventy (170) working days after commencement of the services by Consultant. Consultant shall perform additional services during the build phase of the project and shall be required to participate and complete all programming and integration services specified in the scope of services without impacting the construction contractor installing the new booster pump station designed by the Consultant.

Consultant will generally adhere to the schedule set forth by the City or otherwise agreed to by the parties provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant’s work product or other unavoidable delays occasioned by unforeseen circumstances; provided,

further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's "**Fee Proposal**" dated April 1, 2015 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Deputy Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Thirty-Three Thousand One Hundred Sixty-Five Dollars (\$133,165.00)**. Consultant's services shall be performed in phases as identified in Section 1 above. The agreed cost breakdown for complete performance of each phase is as follows: Phase I - \$98,355.00 and Phase II - \$34,810.00.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City

pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any

and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the

next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

W. David Byrum, P.E., Principle Engineer

(Date)

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by

Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

**CIVILTEC ENGINEERING, INC.
118 West Lime Avenue**

Monrovia, California 91016
Attn: W. David Byrum, P.E., Principle Engineer
(626) 357-0588

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Deputy Director, Public Works/Municipal
Utilities Department
(310) 605-5555
(310) 763-4567 – fax.

Note: *A copy of any notice provided to the Deputy Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.*

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CIVILTEC ENGINEERING, INC.
CONSULTANT

Dated: _____

By _____
W. David Byrum, P.E., Project Manager

CITY OF COMPTON
Recommended for Approval:

#2.

Professional Services Agreement – Civiltec Engineering, Inc.
Design for New Tank Farm Booster Pump Station
Public Works-Water Utility Division/Resolution No. _____

By _____
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona

April 1, 2015



City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Attention: Alita Godwin, CMC, City Clerk

Subject: Budget Proposal to Provide Professional Engineering and Design Services for the New Tank Farm Booster Pump Station

Dear Ms. Godwin:

CIVILTEC engineering, inc. (Civiltec) proposes to provide the Scope of Services per our Proposal dated April 1, 2015 for the subject project on a time and materials basis not to exceed the following total budget without prior authorization by the City of Compton.

PHASE I – General Administration, Meetings and Presentations	\$13,305.00
PHASE II – Site Investigations and Evaluations	\$13,685.00
PHASE III – Preliminary Design Report	\$12,230.00
PHASE IV – Final Design and Construction Documents	\$50,800.00
PHASE V – Bidding Services	\$ 8,335.00
PHASE VI – Construction Support	<u>\$34,810.00</u>
TOTAL BUDGET	\$133,165.00

The project budget analysis worksheet is included herewith as well as our 2015 Rate Schedule that we propose to keep in place for the project duration. Civiltec has not included any permit or plan check fees in the budget.

#2.

City of Compton
Ms. Alita Godwin, CMC, City Clerk
Budget Proposal to Provide Professional Engineering Services
Tank Farm Booster Pump Station
April 1, 2015
Page 2 of 2



Please contact me with any questions you may have. We are available to discuss this Proposal at your convenience. This Cost Proposal is valid for a period of 90 days.

Very truly yours,

CIVILTEC engineering, inc.

A handwritten signature in blue ink, appearing to read "W. David Byrum".

W. David Byrum, P.E.
President
Principal Engineer

WDB:dlo

W:\2015\Proposals\PM15030 City of Compton Tank Farm Booster Pump Station\Budget\PM15030 Compton Booster Pump Station Budget.doc

**CITY OF COMPTON
TANK FARM BOOSTER PUMP STATION**

CITY OF COMPTON		TANK FARM BOOSTER PUMP STATION																	
ENGINEERING COST ESTIMATE																			
DATE: 31-Mar-15																			
HOURS BY PE		HOURS BY SrE		HOURS BY PrE		HOURS BY SE		HOURS BY DD		HOURS BY D		HOURS BY PT		SURVEY					
RATE \$ 210.00		\$ 195.00		\$ 160.00		\$ 140.00		\$ 105.00		\$ 90.00		\$ 100.00		\$ 225.00					
PHASE I - ADMIN, MEETINGS AND PRESENTATIONS																			
A		3		4															
B		8																	
C		2		2															
D		12		12															
TOTAL		10		25		18		0		0		0		0		53			
COST \$ 2,100.00		\$ 4,875.00		\$ 2,880.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 13,305.00			
SUBTOTAL PHASE I.																			
		\$ 13,305.00																	
PHASE II - INVESTIGATIONS AND EVALUATIONS																			
A																			
B																			
C		1		3		3		18		8									
D		2		12		6		12											
E																			
TOTAL		1		3		17		9		12		30		8					
COST \$ 210.00		\$ 585.00		\$ 2,720.00		\$ 1,260.00		\$ 1,260.00		\$ 2,700.00		\$ 600.00		\$ 1,800.00		\$ 250.00			
SUBTOTAL PHASE II.																			
		\$ 13,685.00																	

CITY OF COMPTON
TANK FARM BOOSTER PUMP STATION

CITY OF COMPTON		TANK FARM BOOSTER PUMP STATION														TOTAL COST	
ENGINEERING COST ESTIMATE																	
DATE: 31-Mar-15		HOURS BY PE		HOURS BY SrE		HOURS BY PrE		HOURS BY SE		HOURS BY DD		HOURS BY D		HOURS BY PT		SURVEY	
RATE		\$	210.00	\$	195.00	\$	160.00	\$	140.00	\$	105.00	\$	90.00	\$	100.00	\$	225.00
PHASE III - PRELIMINARY DESIGN REPORT																	
A	2		4		8		8		8				12				\$ 6,380.00
B	2		4		4		4		4								\$ 5,850.00
TOTAL	4		8		12		12		12		0		12		0		48
COST		\$	840.00	\$	1,560.00	\$	1,920.00	\$	1,680.00	\$	-	\$	1,080.00	\$	-	\$	12,230.00
SUBTOTAL PHASE III.																	
PHASE IV - FINAL DESIGN AND CONSTRUCTION DOCUMENTS																	
A	4		10		42		40		16		88					\$ 370.00	\$ 40,030.00
B	2		4		12		12									\$	8,250.00
C	1		2		8												\$ 1,880.00
D					4												\$ 640.00
TOTAL	7		16		66		52		16		88		0				245
COST		\$	1,470.00	\$	3,120.00	\$	10,560.00	\$	7,280.00	\$	1,680.00	\$	7,920.00	\$	-	\$	50,800.00
SUBTOTAL PHASE IV																	
DESIGN PHASES																	

The seal of the City of Compton, California, is a circular emblem. It features a central shield with a vertical banner across it that reads "CITY OF COMPTON". The shield is flanked by two figures, possibly representing industry and commerce. The entire seal is encircled by a decorative border.

CITY OF COMPTON		TANK FARM BOOSTER PUMP STATION									
ENGINEERING COST ESTIMATE		ENGINEERING COST ESTIMATE									
DATE:		31-Mar-15									
HOURS BY		HOURS BY		HOURS BY		HOURS BY		HOURS BY		HOURS BY	
PE		SrE		PrE		SE		DD		D	
\$		\$		\$		\$		\$		\$	
210.00		195.00		160.00		140.00		105.00		90.00	
PT		PT		PT		PT		PT		PT	
225.00		225.00		225.00		225.00		225.00		225.00	
TOTAL		TOTAL									
COST		COST									
\$		\$									
34		34									
8,335.00		8,335.00									
SUBTOTAL PHASE V		SUBTOTAL PHASE V									
\$		\$									
8,335.00		8,335.00									
PHASE VI - CONSTRUCTION SUPPORT		PHASE VI - CONSTRUCTION SUPPORT									
A		A									
B		B									
C		C									
D		D									
E		E									
F		F									
G		G									
TOTAL		TOTAL									
COST		COST									
\$		\$									
122		122									
34,810.00		34,810.00									
SUBTOTAL PHASE VI		SUBTOTAL PHASE VI									
\$		\$									
47,360.00		47,360.00									
GRAND TOTAL		GRAND TOTAL									
TOTAL HOURS		TOTAL HOURS									
588		588									



*Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona*

RATE SCHEDULE

EFFECTIVE UNTIL DECEMBER 31, 2015

Principal Engineer.....	\$210.00
Principal Engineer - Expert Witness Testimony.....	\$325.00
Senior Engineer.....	\$195.00
Project Manager.....	\$175.00
Project Engineer.....	\$160.00
Senior Designer.....	\$155.00
Staff Engineer.....	\$140.00
Associate Planner.....	\$125.00
Designer.....	\$120.00
Designer/Drafter.....	\$105.00
Planning Technician.....	\$100.00
Resident Engineer/Observer.....	\$100.00
CAD Technician.....	\$90.00
Senior Administrative Assistant.....	\$75.00
Administrative Assistant/Clerical.....	\$70.00
Two Man Survey Party.....	\$225.00
Survey Manager.....	\$150.00
Staff Land Surveyor.....	\$120.00
Survey Technician.....	\$100.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.575/mile

NOTE: All rates are effective until December 31, 2015. Any increases in rates after that date will be limited to 5% maximum.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING, INC. AND ISSUE A PURCHASE ORDER FOR \$133,165.00 TO DESIGN A NEW BOOSTER PUMP STATION FOR THE TANK FARM RESERVOIR SITE AND PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

4/27/2015 11:27:09 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/29/2015 7:24:34 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/29/2015 1:13:29 PM
DATE

Johnny Ford
CITY MANAGER

4/28/2015 3:07:58 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

May 6, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2325, COMPTON MANAGEMENT EMPLOYEES ASSOCIATION (CMEA) FOR FISCAL YEARS 2014 – 2017

SUMMARY

The City Council will consider this resolution adopting a three-year employment contract (Memorandum of Agreement) between the City of Compton and AFSCME LOCAL 2325, Compton Management Employees Association (CMEA).

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Safety) employees. The proposed MOA is for the American Federation of State, County and Municipal Employees (AFSCME), Local 2325 representing management and supervisory employees in the City of Compton.

The previous union contract between the City and AFSCME Local 2325 expired in June of 2009. In January 2012, the City and AFSCME 2325 agreed to a side letter of agreement modifying the terms of the MOA for a period of two years.

STATEMENT OF THE ISSUE

Over the past five months, the City has been negotiating with AFSCME Local 2325 regarding salary and benefits and has come to agreement. AFSCME Local 2325 has met with its members and voted to approve the terms of contract agreed to during negotiations. The proposed MOA must now be approved by the City Council, at which point it can be executed and implemented.

The MOA is for a three-year term and provides for the following pay bonuses and salary adjustments:

- 3% bonus, effective December 1, 2014
- 3% bonus, effective December 1, 2015

#3.

Staff Report – Resolution Approving MOA (FY 2014 – 2017)
Compton Management Employees Association/AFSCME Local 2325
May 6, 2015, page 2

- 3% Cost of Living Adjustment, July 1, 2016
- There are additional salary adjustments for some classifications as a result of a comprehensive salary survey, which shall be implemented over the three year term of the MOA.

Health, dental, vision, and vacations benefits have been updated to current levels. On July 1, 2014 the City reinstituted the employee benefits suspended during the two-year side letter of agreement. There were no changes to the educational incentives. In addition, the City Council has approved, through resolution, the holiday schedule. Further, staff intends to bring a separate resolution making comparable adjustments to the salary and benefits of unrepresented classifications.

FINANCIAL IMPACT

The cost for the MOA with AFSCME Local 2325 for Fiscal Year 2014/15 is approximately \$276,204, and for the three years it is \$953,328.46. This cost will be covered with funds from the Employee Medical and Labor Compensation Fund, General Fund and other Non-General Fund sources.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution adopting the MOA for AFSCME Local 2325, CMEA.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2325, COMPTON MANAGEMENT EMPLOYEES ASSOCIATION (CMEA) FOR FISCAL YEARS 2014 - 2017

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and the AFSCME Local 2325, CMEA; and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in City Departments' Fiscal Year 2014-2015 annual budgets for this agreement and will be appropriated in each of the subsequent Fiscal Years' budgets.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Compton does hereby approve the Memorandum of Agreement (MOA) executed by the representatives of AFSCME Local 2325, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

SECTION 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

SECTION 4. That the monthly salary range for each of the classifications covered by the AFSCME Local 2325 MOA is hereby fixed and established in accordance with Article 40 of this MOA.

SECTION 5. That the monthly retirement contribution for each of the classifications covered by the AFSCME Local 2325 MOA is hereby established in accordance with Article 29 of this MOA.

SECTION 6. That a certified copy of this Resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office, the Compton Management Employees Association/AFSCME Local 2325 and the Human Resources Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

AYES:	COUNCIL MEMBERS-
NOES:	COUNCIL MEMBERS-
ABSENT:	COUNCIL MEMBERS-
ABSENT:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

MEMORANDUM
OF
AGREEMENT

CITY OF COMPTON

AND

COMPTON MANAGEMENT EMPLOYEES ASSOCIATION
AFSCME LOCAL 2325, AFL-CIO, COUNCIL 36

JULY 1, 2014

to

JUNE 30, 2017

PREAMBLE

This Agreement is entered into by and between the City of Compton, California, hereinafter referred to as the CITY, and the Compton Management Employees Association, CMEA/ASFSCME, Local 2325, AFL-CIO, Council 36, hereinafter referred to as CMEA, pursuant to the terms of Council Resolution _____ of the City of Compton. This Agreement has been executed by the City Manager on behalf of the CITY and the MANAGERS/SUPERVISORS of the City of Compton. It is, however, the mutual understanding of all parties hereto that it is of no force or effect whatsoever unless and until ratified by the CMEA and approved by resolution by the City Council of the City of Compton.

ARTICLE 1. RECOGNITION

Compton Management Employees Association, CMEA/AFSCME, Local 2325, AFL-CIO, Council 36, is hereby acknowledged by the City of Compton as the recognized employee organization representing the employment classifications within the Unit as may be established by the CITY. The Unit, as presently established, consists of the classifications shown in Article 40.

ARTICLE 2. UNIT OF REPRESENTATION

It is recommended that the CMEA provide employee representation in matters related to working conditions and compensation for the following groups.

- A. **CHIEF EXECUTIVE EMPLOYEES**
- B. **EXECUTIVE EMPLOYEES**
- C. **SUPERVISORY EMPLOYEES**

ARTICLE 3. NON-DISCRIMINATION

- A. Neither the CITY nor CMEA shall discriminate against any employee represented by the CMEA on the basis of race, creed, color, sex, sexual preference, national origin, ancestry, religion, disability, political belief, political activity or membership in any employee organization or labor organization, as defined by applicable sections of California Government Code (MMBA).
- B. Whenever the masculine gender is used in the Agreement, it shall be understood to include the feminine gender.

ARTICLE 4. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer/employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order.

ARTICLE 5. DUES DEDUCTION

Upon receipt of a CMEA/AFSCME authorization card, on the union form, membership dues of CMEA/AFSCME members shall be deducted by the CITY from the paycheck of the member. Dues so deducted shall be remitted to CMEA/Local 2325 in a timely manner. Maintenance of membership shall be in effect within the window period for withdrawing.

The CMEA agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders, or judgments brought or issued against the CITY as a result of the dues deductions or transmittal of such funds to the CMEA.

ARTICLE 6. PREVAILING RIGHTS

To the extent that they are not expressly or by necessary interpretation and application covered by the purposes, intents and language of this Agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation

presently enjoyed by the employees within the bargaining unit shall remain in effect and be operative during the terms of this Agreement, unless eliminated, enlarged or otherwise modified after the Meet and Confer Process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 7. RIGHTS OF CITY

The City Manager has the exclusive right and authority to schedule work as required in the manner most advantageous to the CITY.

The City Manager reserves the right to discipline or discharge employees for cause, subject to Civil Service procedures. The CITY reserves the right to lay off personnel of the CMEA in accordance with the City Charter and established Civil Service procedures.

The City Manager shall have the right to transfer employees within the CITY in a manner most advantageous to the CITY, subject to the provisions of this Agreement. The City Manager reserves the right to formulate, change or modify departmental rules, regulations and procedures, except that no departmental rule, regulation, or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement.

Those inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the CITY has not expressly modified or restricted by a specific provision of this Agreement, are not in any way (directly or indirectly) subject to the

#3.

grievance and arbitration procedures contained herein. Except as otherwise specifically provided in this Agreement, the CITY shall retain all rights and authority which by law it is entitled. The CMEA recognizes that the CITY has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested exclusively in the CITY.

Any and all rights concerning the management, organization, and direction of the CITY, shall be exclusively the right of the CITY and the City Manager, unless otherwise provided by the express term of this Agreement as permitted by law.

The inherent and express rights of the CITY, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Agreement, are not in any way (directly or indirectly) subject to the grievance procedure herein.

Where required by law, the CITY agrees prior to implementation, to meet and confer with the CMEA over the impact of the exercise of these rights, upon wages, hours, and other terms and conditions of employment.

ARTICLE 8. SEVERABILITY

Should any part of this Memorandum of Agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, or of an administrative tribunal or board, such invalidation during the life of this Agreement shall

not affect the remaining portions thereof. Notwithstanding any other provision of this MOA, the CITY and the CMEA agree to meet and confer upon the request of either party to address the identifiable impacts, if any, that such illegality or invalidity has upon the terms and conditions of employment.

ARTICLE 9. REASONABLE NOTICE

All communications or notices required to be served upon the CMEA by the CITY, State or Federal law shall be delivered to the primary Officer of the CMEA at his/her current address on file in the City Manager's Office by U.S. Mail or hand delivered, whichever is most convenient. All written communications to the CITY shall be addressed and delivered to the City Manager. All meeting notices will be delivered within 72 hours prior to any regular scheduled meeting and 24 hours prior to any special meeting.

ARTICLE 10. STEWARDS

It is agreed that CMEA may select a reasonable amount of stewards to represent this Union, but not to exceed one steward for every ten (10) members. The union agrees to give the CITY a written list of employees who have been selected as stewards and such a list shall be kept current by the CMEA. Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and role as stewards. When leaving their work station/location to transact such investigations or processing, Stewards shall first obtain permission from their immediate supervisor and

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inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental operations. If such permission cannot be granted at the time of request, the steward will be informed immediately as to the earliest available time. Upon entering a work location, the union representative shall get permission from the responsible supervisor prior to speaking with the unit member.

Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The CMEA agrees that a steward shall not log compensatory time spent performing Union Business. The role of a steward is to provide timely grievance representation at the first step of the grievance process in an effort to resolve the grievance at the lowest possible step and increase communications between the CITY and the Union.

ARTICLE 11. UNION BUSINESS

Employees elected to union office shall be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, and training without loss of pay, not to exceed one hundred sixty (160) hours per fiscal year for all such employees and functions. The balance of unused release time available at the end of the fiscal year shall rollover no more than one additional year.

Up to four members of the negotiating team shall be granted time off for negotiations which shall be mutually set by the employer and the Union, and such employer/employee meetings shall not be charged against Union business time.

ARTICLE 12. ACCESS TO WORK STATION

The CITY agrees to grant official representatives of the Union the access and right to discuss grievances or problems arising under the terms of this Agreement with employees of this unit during working hours. It is agreed that there will be as little interference as possible by the Union's business representatives, and stewards shall be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with approval from the employing department manager. The CITY agrees to permit the Union to use CITY facilities to conduct business meetings when such facilities are available and requested in a timely manner.

ARTICLE 13. BULLETIN BOARDS

The CITY agrees to furnish and maintain space for suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such areas.

ARTICLE 14. SICK LEAVE/SEVERANCE POLICY

Sick leave shall be earned and accumulated on an annual basis of twelve (12) days per

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year from January 1 through December 31. Accrual and use of sick leave shall be in accordance with Rule 7.51 of the Personnel Rules and Regulations, except that probationary employees may be allowed to use accrued holiday and/or compensatory time while on probation and are unable to work due to illness or non-industrial injury. Said sick leave accumulation shall be credited to the employee's records on a monthly basis.

Accumulation of unused sick leave shall be unlimited. Employees shall not accrue sick leave while on suspension, or other unpaid leaves of absence.

Employees shall be entitled to a payoff of accumulated sick leave in accordance with the following schedule upon termination in good standing after five years of service:

<u>Length of Service</u>	<u>Severance Pay/Proportion of Sick Leave</u>	
	<u>Up to 800 Hrs.</u>	<u>Over 800 Hrs.</u>
0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

The pay off shall be made in a lump sum unless other arrangements are agreed to by the employee and CITY.

ARTICLE 15. HEALTH AND WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this Agreement, the CITY shall continue to pay \$1,408.65 per month for each Unit member. Upon the Los Angeles Region Kaiser family rate exceeding \$1,408.65 per month, the CITY shall then contribute the amount allocated to the Los Angeles Region Kaiser family rate for all Unit members. All Unit members hired on or after the date of ratification of this MOA shall receive the Los Angeles Region Kaiser family rate contribution. The CITY shall continue to contribute the cost of medical insurance coverage to any Unit member who at the time of ratification of this MOA who currently resides outside of Los Angeles County in the amount designated by PERS as “Other Southern California Region” HMO Health Plan for Employee + 2 or more dependents. It is understood, and agreed, that this CITY contribution shall not be increased for Unit members who relocate outside of Los Angeles County after the ratification of this MOA, nor shall this contribution apply to Unit members hired after the date of ratification of this MOA.

The CITY’S actual contribution toward the monthly premium for each employee in classification covered by the bargaining unit shall be based upon the unit member's enrollment in a plan provided through the CITY’S contract with the California Public Employees Retirement System, hereafter referred to as CALPERS and status as:

1. Employee only
2. Employee and 1 dependent
3. Employee and 2 or more dependents

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At the CITY'S request, employees in classification covered by the bargaining unit shall submit verifiable proof of dependency for anyone they seek to cover.

B. Dental Insurance

1. The CITY shall continue to provide full payment for a City-wide pre-paid dental plan.

2. Dental coverage is available for employees in classifications covered by this bargaining unit and eligible dependents.

C. Vision Plan

The CITY shall provide a City-wide vision plan. Vision coverage is available for employees and eligible dependents.

D. Life Insurance

The CITY shall provide life insurance for the Chief Executive Employees in the amount of \$85,000.00, and the CITY shall in turn provide life insurance for the Executive employees in the amount of \$80,000. For Supervisory classifications, the CITY shall provide life insurance to Unit members in the amount of \$55,000.00.

E. State Disability Insurance

The CITY shall provide State Disability Insurance (SDI) at no cost to Unit members.

F. Administration of Fringe Benefits

The CITY reserves the right to select, change, administer or fund any fringe benefits program involving insurance that now exists or may exist in the future

during the term of this Agreement. In the administration of fringe benefits programs involving insurance, the CITY shall have the right to select any insurance carrier or other method providing coverage to fund insurance benefits herein during the term of this Agreement. The CITY shall meet and confer with the CMEA prior to any change of insurance carrier or method of funding coverage for fringe benefits which adversely impact employees during the term of this Agreement. Changes in insurance carrier or methods of funding coverage which result in reduction in the level of benefits shall not be effected until completion of the Meet and Confer Process, as required by law. When the new insurance coverage is substantially comparable to the old insurance coverage, the CITY shall have the right to change insurance carriers upon notice to the CMEA and employees.

ARTICLE 16. HEALTH INSURANCE CONTINUATION WHILE ON
LEAVE DUE TO UNDISPUTED / DISPUTED WORK-
RELATED INJURY / ILLNESS

It is mutually agreed that the CITY shall continue to pay the CITY'S contribution toward the premium for health insurance coverage, in the case of employees who are disabled and unable to work due to undisputed work-related injury/illness.

Employees who have filed a claim(s) for compensation as a result of an injury/illness which is in dispute, shall pay the entire amount of the premium for health insurance while in no pay status, beginning with the first premium due after onset of the injury/illness. If

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it is later determined that the injury/illness is work-related, the CITY shall refund all premiums paid by the employee.

ARTICLE 17. OVERTIME (Non-Exempt Supervisory, Technical, & Professional Classifications Only)

Whenever an employee is required by the CITY to work on a recognized holiday, the CITY agrees to compensate holiday pay at two-and-one-half times the employee's regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent or on sick leave within 48 hours after such time worked. If an employee uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the employee does not provide verification of sickness, he will be paid at double the employee's regular hourly rate for all hours worked on the specified holiday. Members of this unit will receive cash payment at the rate of one-and-one-half times the employee's regular rate for all hours in paid status over forty (40) hours per week or at the employee's discretion by compensatory time off (up to a maximum of 100 hours). Employees who have accumulated compensatory time in excess of 100 hours as of the ratification of this agreement will not be allowed to accumulate any compensatory time until their accumulated compensatory time has been reduced below 100 hours. A week shall be defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. Given reasonable notice, employees of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time

accrued under previous agreements must be submitted in citing in advance of intended use and will be granted upon mutual agreement between the employee and the supervisor.

ARTICLE 18. BEREAVEMENT LEAVE

In the event of a death in the immediate family ("immediate family" shall mean spouse, father, current father-in-law, mother, current mother-in-law, grandfather, grandmother, son, daughter, brother, or sister of employee, stepmother, stepfather, stepson, and stepdaughter, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), an employee shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days for in-State services or five (5) working days for out of State services; or two (2) shifts for 56 hour personnel. Such leave shall be fully paid but shall not be deducted from accumulated sick leave. The CITY reserves the right to verify paid leave taken pursuant to this clause.

In the event of the death of a relative not considered in the immediate family, an employee shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is no accrued sick time, the employee should then request vacation time in accordance with the vacation procedures. The CITY reserves the right to verify leave taken pursuant to this Section.

ARTICLE 19. STRIKE PROHIBITION

- A. The CMEA and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the CITY.
- B. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the CITY by the CMEA or by any other labor organization when called upon to cross picket lines in the line of duty.
- C. Disciplinary action, including discharge, may be taken by the CITY against any employee(s) engaging in violation of this Article. Such disciplinary action may be undertaken selectively at the option of the CITY and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the CITY.

ARTICLE 20. WORK SCHEDULES

Work schedules are the sole determination of the City Manager and may include any and all shifts available for consideration as determined by the City Manager.

ARTICLE 21. AUTO ALLOWANCE / CITY CAR (Chief Executives and Executive Classifications Only)

- A. Upon ratification of this agreement, designated unit members shall continue to receive the auto allowance, in the amount of \$350.00 per month.

- B. Upon ratification of this agreement, designated unit members currently assigned a CITY owned automobile shall continue to be provided an automobile in accordance with the current policies and procedures of the CITY.
- C. It is the sole discretion of the City Manager as to the eligibility of any unit member currently receiving an automobile allowance or use of a CITY owned car.

ARTICLE 22. VACATION (Chief Executives and Executive Classifications Only)

- A. Hours of vacation leave entitlement shall be accrued on the basis of each calendar month of service as follows:

- B. SERVICE TIME

HOURS ACCRUED PER MONTH

Less than 5 years of service	7.334
5 Years but less than 10	10.667
10 Years but less than 15	14.000
15 Years and over	17.334

- C. Accumulated vacation leave shall not exceed 24 times the current rate of each employee, as set out above.
- D. Accumulated vacation time shall not be used so as to cause an employee to be absent more than a maximum of four (4) consecutive weeks, unless prior written approval is granted by the City Manager.

#3.

- E. During the term of this agreement, upon approval of the City Manager, unit members may convert to cash, up to 120 hours of unused vacation leave each year, provided the employee has excess of 500 hours, 80 hours in excess of 400 hours, and 40 hours in excess of 300 hours of accrued vacation at the time of the request.
- F. Effective upon ratification of this agreement, sworn safety members (fire) covered by this contract, shall continue to accrue vacation as previously provided for.

Vacation Entitlement: (Supervisory, Technical, & Professional Classifications Only)

- A. Employees of this Unit may use vacation leave after the satisfactory completion of six months of continuous service with the CITY. Effective January 1, 2001, permanent full time employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule:
- B.

6 months to 5 years of service:	7.334 hours per month
5-10 years of service:	10.667 hours per month
10-15 years of service:	14.00 hours per month
15 or more years of service:	17.334 hours per month
- C. No Unit member may earn or accrue more than 24 times the current rate of each employee, as set out above.
- D. Accumulated vacation time shall not be used so as to cause an employee to be absent more than a maximum of four consecutive weeks, unless

- prior written approval is granted by the City Manager.
- E. During the term of this agreement and upon the approval of the City Manager, Unit members may convert to cash, up to 120 hours of unused vacation leave each year, provided the employee has excess of 500 hours, 80 hours in excess of 400 hours, and 40 hours in excess of 300 hours of accrued vacation at the time of the request.
- F. Personal Holiday Leave: All Unit members working a 4/10 work schedule shall be granted thirty (30) hours of Personal Holiday Leave, at the direction of management in December 2014 and December 2015. The unit members working a 5/40 work schedule shall be granted 32 hours of Personal Holiday Leave.

ARTICLE 23. HOLIDAYS

During the term of this agreement, employees covered under this contract shall receive paid holidays in accordance with the resolution establishing a holiday schedule each fiscal year.

Independence Day

Labor Day

Admissions Day

Veteran's Day

Thanksgiving Day

Thanksgiving Day (day following)

Christmas Day

#3.

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Cinco de Mayo

Memorial Day

December 25, 2015 and December 25, 2016 (floating holidays)

Employee's Birthday

When the employee's birthday or holiday falls on a weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor.

ARTICLE 24. PURGING OF FILES

It is agreed that the CITY shall review personnel files when requested by employees covered under this Agreement, annually, before January 1st of each year in order to seal and/or destroy any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions and dismissals) which are citizens' complaints which are at least five years old and have not been repeated in a two year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time. It is agreed that any notice of deficiency or letter of reprimand not involving serious disciplinary matters, shall be destroyed after one year provided there are no similar occurrences which are repeated.

ARTICLE 25. UNIFORM ALLOWANCE

Effective upon ratification of this Agreement, safety members covered by this agreement shall continue to receive a uniform allowance at \$800.00 per year paid quarterly.

ARTICLE 26. GRIEVANCE PROCEDURE**Chief Executives and Executive Classifications Only:**

It is agreed that the CMEA may file a grievance in accordance with the grievance procedures as outlined in the CITY'S Personnel Rules and Regulations dated November 1979 and as subsequently amended, except as follows:

- A. 10.1 D (2) Final Level Review (Non Severe Disciplinary Grievances and Contract Interpretation Grievances)
- B. *Grievances regarding violation of the contract*

The award of the hearing officer or the Personnel Board is binding upon the City Manager.

- C. *Grievances regarding severe discipline*

Appeals resulting from severe discipline may be submitted to binding arbitration, by either party, after being heard by the Personnel Board and the award of the arbitrator is binding upon the City Manager/City Council and the appellant.

Supervisory, Technical, & Professional Classifications Only:

This grievance procedure establishes a means by which an employee's grievance may be considered, discussed and resolved in a timely manner and at the closest possible level to

#3.

the point of origin.

A. A "grievance" shall be defined as a dispute or a disagreement raised by an employee against the employer involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievances as herein defined, shall be processed as outlined in Section 10.1 C-D of the Personnel Rules and Regulations.

B. *Severe Discipline Determination and Appeal Procedures*

The procedures for handling severe discipline and appeal shall be those outlined in Section 10.2 of the Personnel Rules and Regulations. However, Employer and CMEA agree that prior to the effectuation of the appeal procedures set forth in Section 10.2 B (2), members of CMEA shall first submit appeal to an arbitrator. The decision of the arbitrator shall be advisory to the City Manager. If the member is not satisfied with the advised determination made by the City Manager, the member may proceed with the appeal as set forth in Section 10.2 B.

Within 120 days of the ratification of this Agreement, both parties agree to meet and confer on Grievance Procedure.

ARTICLE 27. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

- A. The matter will go to arbitration if either party files with the other in writing, a demand for such further proceedings within 15 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, may be submitted to advisory arbitration, and the decision and award is advisory to the City Manager and City Council.

#3.

D. The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the CITY and the grievant's representative.

E. The parties shall share equally the expense of the cost arbitration, with the exception of their own Counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator, shall be paid solely by the requesting party.

Within 120 days of ratification of this agreement, both parties agree to meet and confer on the use of Arbitration to resolve grievances.

ARTICLE 28. BASE PAY

Upon ratification of this agreement, eligible unit members shall receive a salary adjustment as follows:

- Effective July 1, 2014, all Unit members shall receive a 3% bonus of base pay on December 1, 2014.
- Effective July 1, 2015, all Unit members shall receive a 3% bonus of base pay on December 1, 2015.
- Effective July 1, 2016, all Unit members shall receive a 3% increase to base pay which shall be reflected in the CITY'S salary ranges.

ARTICLE 29. RETIREMENT

The CITY shall provide Classic California Public Employees' Retirement System

(CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members² who are covered by this MOA, the 2% at 62-retirement plan of CalPERS. The CITY shall continue to pay the employee's portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by the CMEA through the life of this agreement. The amount paid by the CITY to defray the cost of an employee's portion of retirement contributions shall not exceed 8% of the employee's monthly earnings from the CITY, except for Fire Protection Specialists II, which shall not exceed 9%. The CITY shall provide for all safety personnel/sworn members of the City Fire Department, who are covered by this MOA, and who are eligible for the CALPERS 3% at 50-retirement plan of CalPERS. This plan is codified at California Government Code section 21362.2. Employees defined as new CalPERS members shall pay their portion of contribution to the CalPERS retirement.

**ARTICLE 30. PERSONAL DEVELOPMENT (Chief Executives and
Executive Classifications Only)**

Chief Executive employees shall receive an annual personal development benefit that may be used for activities that are determined by the City Manager to mutually benefit the employee and the CITY. Effective upon ratification of this agreement, seven (7) Executive employees per calendar year shall receive an annual personal development benefit on a rotating basis.

¹ Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

² New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement

ARTICLE 31. PERSONAL LEAVE DAYS (Chief Executives and Executive Classifications Only)

A. Unit members shall accrue Personal Leave days as follows:

Chief Executive Employees 8 days per year

Executive Employees 8 days per year

B. Personal leave days shall be accrued at the beginning of each calendar year.

C. Personal leave days are not cumulative in nature and cannot be carried into the following year.

ARTICLE 32. EDUCATIONAL REIMBURSEMENT

The CITY shall continue to provide an educational reimbursement benefit of \$2,000 per fiscal year.

A. Payment

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply, for funds for said purpose from alternate sources, if available. Such sources may include, but is not limit to, State and Federal governments, inclusive of scholarship monies and Veteran's benefits programs.
2. Reimbursement shall cease whenever an employee is promoted to a position with the CITY where the education level earned is an established prerequisite for the position.
3. Whenever an employee is required by the CITY to enroll in a course in

order to obtain the requisite skills which have been determined to be necessary in order to effectively function in the job, he/she shall be fully reimbursed by the CITY.

B. All Course Eligible for Payment under this Section Shall

1. Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course.
2. Be initiated and completed while in the employ of the City of Compton.
3. Be completed at the minimum letter grade of “C” or with a “pass” if enrolled on a pass/fail basis.
4. Reimbursement shall be made only for course work, which is completed at accredited high schools, junior colleges, colleges or universities, trade schools, or through other institutions approved by the Human Resources Department.
5. Approval of an application for reimbursement is contingent upon availability of funds and the employee’s successful completion of the course as specified in these provisions.

C. Procedure

1. The employee should make every effort to obtain an “After Hours Education” application at least one month prior to enrolling classes. Employee requests are to be placed on an eligibility list for this program. The employee submits the application to the department manager.
2. The department notes whether the course is job related or promotion related, then approves or disapproves the application and forwards such to the Human Resources Department.
3. The Human Resources Department examines the application noting the department manager’s recommendation, and secures a cost estimation of

#3.

the course.

4. If the application is disapproved, notice is sent to employee, stating the reasons for disapproval. If approved, the Human Resources Department briefs the employee on the reimbursement procedure. The employee submits receipts for tuition, books, and application fees to the Human Resources Department within three weeks after beginning classes.
5. The Human Resources Department records and returns the receipts to the employee.
6. Upon successful completion of the course, the employee submits to the Human Resources Department a transcript of the course grade (or completion certificates).
7. The Human Resources Department records and returns the grade (or certificate of completion) to the employee and submits a request for warrant to cover the expenses allowed by the policy statements.
8. The Human Resources Department sends a congratulatory letter to the employees for successful completion of the course.
9. A record of the courses completed and grades attained are prepared; one copy is placed in the employee's personnel file, and a copy is forwarded to the department manager.

ARTICLE 33. BILINGUAL ASSIGNMENT - (Supervisory, Technical, & Professional Classifications Only)

- A. The CITY agrees to pay \$34.62 bi-weekly (\$75.00/monthly) to Unit members when assigned to provide bilingual services. Employees shall

- be required to pass a qualifying examination administered by the CITY to determine proficiency for bilingual assignment.
- B. Employees committed to the bilingual assignments shall be obligated to provide such service to the CITY as needed.
- C. Effective January 1, 1999, a differential of \$65.00 bi-weekly will be paid to the unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services. Unit members currently receiving bilingual pay under the provisions of "A" above, will be eligible to receive payment of \$65.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 34. LICENSES AND CERTIFICATIONS (Certain Supervisory, Technical, & Professional Classifications Only)

Unit members assigned to work requiring specified duties which require skills and abilities not contemplated in the Unit member's normal job specifications in the areas described in this Article shall receive premium pay only while so assigned. A Unit member must possess the required certifications as set forth by the Department Head to be assigned and to receive such compensation. Such premium pay shall be for the hours actually worked in that assignment. Assignment and reassignment shall be made by the Department Head, subject to the approval of the City Manager.

- A. A Fire Protection Specialist I regularly assigned by the Fire Chief to perform

#3.

Arson or Hazardous Materials functions, shall receive additional compensation while so assigned as follows:

Arson Investigator - 5% per month.

Hazardous Materials Specialist - 5% per month.

- B. A Fire Protection Specialist II regularly assigned by the Fire Chief to perform Hazardous Materials functions, shall receive additional compensation while so assigned as follows:

Hazardous Materials Specialist - 5% per month.

ARTICLE 35. MOVE-UP ASSIGNMENT (Supervisory, Technical, & Professional Classifications Only)

When assigned by the department head, an acting or move-up assignment must be initiated by a Personnel Action form and must be for a minimum of eighty (80) hours. Whenever an employee of the Unit is given an acting assignment to that position the employee shall receive compensation fixed by the employee's department manager. The compensation shall be fixed within the higher salary range of the position moved-up to and shall be an increase of no less than four (4) percent of the employee's regular base salary.

Whenever the Fire Protection Specialist II is required to work the duties normally assigned to the Fire Marshall classification – move-up pay shall be granted equivalent to the Fire Captain – Step A.

ARTICLE 36. EMPLOYMENT VACANCIES

Vacancies in the Classified Service shall be filled by the method prescribed in rules 6.2a

and 6.6a of the City of Compton's Personnel Rules and Regulations.

**ARTICLE 37. CONTRACTING AND SUBCONTRACTING (Supervisory,
Technical, & Professional Classifications Only)**

CMEA recognizes that the CITY has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting and subcontracting is vested in the CITY. The right to contract or subcontract shall not be used for the purpose or intention of undermining CMEA nor to discriminate against any of its members. The CITY further agrees that it will not lay off any employees who have completed their probationary periods and have regular civil service status at the time of the execution of this Agreement because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work.

**ARTICLE 38. STANDBY/CALL BACK (Fire Protection Specialist
Classification Only)**

Unit members in the Fire Protection Specialist classification shall be granted a minimum of two hours compensatory time each time they are called back to work during periods other than normal working hours.

The intent here is for a unit member to earn minimum of two hours for each time called back; however, if the employee is called back and works two or more hours, they will be paid for the actual hours worked. This provision only applies when the employee is called back and required to work less than two full hours.

#3.

ARTICLE 39. ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the CMEA, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement pertaining to rates, wages, hours, and terms and conditions of employment or any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 40. EMPLOYEE TITLES

CHIEF EXECUTIVE EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE			
	EFFECTIVE DATE			
	Current	07/01/14	07/01/15	07/01/16
Budget Officer	163	163	163	166
Chief Building Official	208	208	208	211
Chief of Staff	188	188	188	191

City Controller	211	211	211	214
Community Services Director	188	188	188	191
Deputy Director of Public Works and Municipal Utilities	178	182	186	193
Director of Community Development	209	209	209	212
Director of Economic and Grants Management Services	188	188	188	191
Director of Employment and Training Services	166	166	166	169
Director of General Services	178	182	186	193
Director of Information Systems	170	170	170	173
Director of Municipal Law Enforcement Services	166	166	166	169
Director of Parks and Recreation	190	190	190	193
Director of Planning and Economic Development	191	191	191	194
Director of Public Works and Municipal Utilities	208	208	208	211
Director of Redevelopment	176	176	176	179
Fire Chief	211	215	219	226
Housing Director	176	176	176	179
Human Resources Director	199	199	199	202
Municipal Services Director	188	188	188	191
Planning Director	172	172	172	175
Police Chief	230	230	230	233
Special Services Supervisor	134	134	134	137
Street Superintendent	164	168	172	179
Superintendent of Recreation	138	138	138	141

EXECUTIVE EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE			
	EFFECTIVE DATE			
	Current	07/01/14	07/01/15	07/01/16
Assistant City Engineer	164	166	168	174
Assistant Director of Employment and Training Services	141	141	141	144
Assistant Police Chief	191	191	191	194

#3.

Assistant Water Department General Manager	154	154	154	157
Cable and Public Affairs Manager	166	166	166	169
Chief Deputy City Attorney	189	191	193	199
Chief Deputy City Clerk	135	135	135	138
Chief Deputy City Treasurer	135	135	135	138
Chief Executive Assistant	198	198	198	201
Community Development and Planning Coordinator	154	154	154	157
Data Processing Division Supervisor	167	167	167	170
Deputy City Attorney I	144	148	152	159
Deputy City Attorney II	159	163	167	174
Deputy City Attorney III	174	178	182	189
Deputy City Controller	162	166	170	177
Deputy Director of General Services	141	141	141	144
Deputy Director of Parks and Recreation	157	157	157	160
Deputy Director of Redevelopment	166	166	166	169
Deputy Director of Public Works & Municipal Utilities	178	182	186	193
Deputy Fire Chief	183	187	191	198
Deputy Housing Director	144	144	144	147
Deputy Planning Director	157	157	157	160
Fire Battalion Chief	172	176	180	187
Grants Manager	155	157	159	164
Housing Manager	154	154	154	157
Housing Services Supervisor	134	134	134	137
Human Resources Analyst	144	144	144	147
Internal Auditor	147	150	153	158
Legal Analyst/Police Inspector	173	173	173	176
Planning Manager	154	158	162	169
Police Records Supervisor	159	159	159	162
Redevelopment Manager	154	158	162	169
Risk Manager	182	182	182	185
Special Assistant	159	159	159	162
Special Assistant to the City Manager	142	145	142	145
Special Services Manager	166	166	166	169
Superintendent of Parks	138	138	138	141

SUPERVISORY EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE			
	EFFECTIVE DATE			
	Current	07/01/14	07/01/15	07/01/16
Accounting Supervisor	139	139	139	142
Administrative Assistant	100	100	100	103
Assistant Recycling Coordinator	115	115	115	118
Associate Civil Engineer	131	131	131	134
Associate Traffic Engineer	122	122	122	125
Building Maintenance Supervisor	135	150	150	150
Business Licensing Supervisor	128	132	136	143
Cable Production Supervisor	125	125	125	128
Claims Examiner	124	128	132	139
Code Enforcement Officer II	128	129	129	132
Community Development Block Grant Coordinator	141	141	141	144
Community Development Specialist	129	129	129	132
Computer Technician	127	129	131	135
Construction and Maintenance Supervisor	146	146	146	149
Contract Administrator	146	146	146	149
Contract Compliance Officer	121	121	121	124
Cross-Connection Control Investigator	125	125	125	128
Custodian Foreman	117	117	117	120
Customer Services Supervisor	121	125	129	136
Data Processing Equipment Supervisor	112	112	112	115
Deputy City Clerk	121	121	121	124
Deputy City Treasurer	135	135	135	138
Development Services Coordinator	133	133	133	136
Economic Development Specialist	126	126	126	129
Emergency Management Coordinator	139	143	147	154
Equipment Maintenance Supervisor	134	134	134	137
Executive Assistant	121	121	121	124
Fire Protection Specialist I	114	118	122	129
Fire Protection Specialist II	129	133	137	144
Fiscal Coordinator	126	126	126	129
Grants Coordinator	126	126	126	129
Help Desk Technician	100	100	100	103
Housing Services Supervisor	130	130	130	133
Housing Rehabilitation Supervisor	135	135	135	138
Information Systems Engineer/Administrator	164	164	164	167

#3.

Legal Assistant	108	108	108	111
Legislative Analyst	127	127	127	130
Liability Claims Coordinator	140	144	148	155
Maintenance Superintendent	135	135	135	138
Mechanic Foreman	117	117	117	120
Neighborhood Center Manager	114	114	114	117
Paralegal	134	134	134	137
Parks Maintenance Supervisor	132	132	132	135
Payroll Services Supervisor	127	127	127	130
Printing Services Supervisor	135	150	150	150
Programmer Analyst	126	126	126	129
Project Manager	146	150	154	161
Purchasing Officer	136	140	144	151
Recreation Supervisor	114	118	122	129
Recycling Coordinator	127	127	127	130
Senior Administrative Analyst	139	143	147	153
Senior Building Inspector	154	154	154	157
Senior Civil Engineer	151	155	159	166
Senior Community Development Specialist	144	144	144	147
Senior Economic Development Specialist	141	145	149	155
Senior Housing Specialist	127	127	127	130
Senior Personnel Technician	112	112	112	115
Senior Planner	154	157	160	166
Senior Program Development Specialist	146	146	146	149
Senior Rehabilitation Loan Officer	128	128	128	131
Special Events Coordinator	100	100	100	103
Street Foreman	116	119	122	129
Street Maintenance Supervisor	132	132	132	135
Systems Coordinator	144	148	152	159
Traffic and Lighting Foreman	130	130	130	133
Traffic Engineer	146	146	146	149
Water Construction and Maintenance Supervisor	139	139	139	142
Water Operation and Division Supervisor	146	148	148	151
Water Production and Distribution Supervisor	146	149	149	152
Workers' Compensation Claims Coordinator	163	167	171	178

Salary Survey

Both parties agree to conduct a salary survey to be completed no later than 30 months after this Memorandum of Agreement is adopted. Thereafter, the City and CMEA unit will meet and confer regarding the salary survey.

ARTICLE 41. TERM AND EFFECT OF AGREEMENT

This Agreement shall remain in full force and effect, commencing upon July 1, 2014, and thereafter shall continue in effect unless one of the parties notifies the other in writing, no later than June 30, 2017 of its request(s) to modify or terminate the Agreement.

This Agreement constitutes the total and entire agreement between the parties, except as otherwise provided for by side-letter, and no verbal statement shall supersede any of its provisions.

The Memorandum of Agreement is entered into this _____ day of _____, 2014, by:

FOR THE UNION:

FOR THE CITY:

JOHN PHILLIPS
PRESIDENT, Local 2325

G. HAROLD DUFFEY
CITY MANAGER

CRAIG CORNWELL

#3.

CITY ATTORNEY

ALITA GODWIN
CITY CLERK

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RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOU) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2325, COMPTON MANAGEMENT EMPLOYEES ASSOCIATION (CMEA) FOR FISCAL YEARS 2015 -- 2017

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

4/23/2015 1:02:27 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/23/2015 4:11:30 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/23/2015 3:33:45 PM
DATE

Kelly Montgomery
CITY MANAGER

4/23/2015 2:02:38 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

May 6, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3947, NON-SUPERVISORY UNIT (LUMNSE) FOR FISCAL YEARS 2014 – 2016

SUMMARY

The City Council will consider this resolution adopting a two-year employment contract (Memorandum of Agreement) between the City of Compton and AFSCME Local 3947, Non-Supervisory Unit.

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Safety) employees. The proposed MOA is for The American Federation of State, County, and Municipal Employees (AFSCME) Local 3947, representing general non-supervisory employees in the City of Compton.

The previous union contract between the City and AFSCME Local 3947 expired in June of 2009. In January 2012, the City and AFSCME Local 3947 entered into a side letter of agreement modifying the terms of the expired MOA for a period of two years.

STATEMENT OF THE ISSUE

Over the past months, the City has been negotiating with AFSCME Local 3947 regarding salary and benefits and has come to agreement. AFSCME Local 3947 has met with its members and voted to approve the terms of contract agreed to during negotiations. The proposed MOA must now be approved by the City Council, at which point the MOA can be executed and implemented.

This MOA is for a two-year term and provides for the following pay bonuses and salary adjustments:

- 3% Cost of Living Adjustment (COLA), effective July 1, 2014
- 3% COLA, effective July 1, 2015

#4.

Staff Report – Resolution Approving MOA (FY 2014 – 2016)
Local Union of Municipal Non-Supervisory Employees/AFSCME 3947
May 6, 2015, page 2

Health, dental, vision and vacation benefits have been updated to current levels. On July 1, 2014 the City reinstituted the employee benefits suspended during the two-year side letter of agreement. There were no changes to the education incentives. In addition, the City Council approved through resolution, the applicable holiday schedule. Further, staff intends to bring a separate resolution making comparable adjustments to the salary and benefits of unrepresented classifications.

FINANCIAL IMPACT

The cost for the MOA with AFSCME Local 3947 is approximately \$280,142 in each of two years. This cost will be covered with funds from the Employee Medical and Labor Compensation Fund, General Fund and other Non-General Fund sources.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution adopting the MOA for AFSCME Local 3947, Non-Supervisory Unit.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3947, NON-SUPERVISORY UNIT (LUMNSE) FOR FISCAL YEARS 2014 - 2016

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and the AFSCME Local 3947, Non-Supervisory Unit (LUMNSE); and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in City Departments' Fiscal Year 2014-2015 annual budgets for this agreement and will be appropriated in each of the subsequent Fiscal Years' budgets.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Compton does hereby approve the Memorandum of Agreement (MOA) executed by the representatives of AFSCME Local 3947, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

SECTION 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

SECTION 4. That the monthly salary range for each of the classifications covered by the AFSCME Local 3947 MOA is hereby fixed and established in accordance with Article 18 of this MOA.

SECTION 5. That the monthly retirement contribution for each of the classifications covered by the AFSCME Local 3947 MOA is hereby established in accordance with Article 37 of this MOA.

SECTION 6. That a certified copy of this Resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office, the Local Union of Municipal Non-Supervisory Employees/AFSCME Local 3947 and the Human Resources Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**MEMORANDUM
OF
AGREEMENT**

**CITY OF COMPTON, A MUNICIPAL
CORPORATION**

AND

**LOCAL UNION OF MUNICIPAL NON-
SUPERVISORY EMPLOYEES (LUMNSE)**

JULY 1, 2014

TO

JUNE 30, 2016

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PREAMBLE

This Agreement is entered into by and between the City of Compton, California, hereinafter referred to as the EMPLOYER, and Local Union of Municipal Non-Supervisory Employees (LUMNSE), hereinafter referred to as the UNION, pursuant to the terms of Council Resolution of the City of Compton, and has been executed by the City Manager, on behalf of the management officials of the City of Compton. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or effect whatsoever unless or until ratified and approved by resolution duly adopted by the City Council of the City of Compton.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 1. RECOGNITION

Local Union of Municipal Non-Supervisory Employees (LUMNSE) is hereby acknowledged by the City of Compton as the recognized employee organization representing the employment classifications within the Unit as may be established by the City. The Unit, as presently established, consists of the classifications shown in Article 18.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order.

ARTICLE 3. PAYROLL DEDUCTIONS

It is mutually agreed that the City will deduct dues and assessments twice each month, and other monies, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Union, from the pay of those employees who individually request in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Union.

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This authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution_____

LUMNSE agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of dues deductions or transmittal of such funds to LUMNSE.

ARTICLE 4. NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, physical handicap, national origin, ancestry, political affiliation, or union activities as defined by applicable sections of California Government Code (MMBA).

ARTICLE 5. BULLETIN BOARDS

The City agrees to furnish and maintain space for suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such areas.

ARTICLE 6. SICK LEAVE /SEVERANCE POLICY

Upon separation from the service due to termination for any reason other than disciplinary causes, eligible employees shall be entitled to receive as severance pay (calculated at the final level of compensation) a portion of sick leave bank credits representing accumulated and unused sick leave accrual in accordance with the

following schedule:

Severance Pay Proportion of Sick Leave Bank

<u>Length of Service</u>	<u>Up to 800 hrs.</u>	<u>Over 800 hrs</u>
1 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

- A. After payment of the severance amount calculated as prescribed above, all accumulated sick leave shall be permanently lost and no other payments shall be made to any other employee in lieu thereof.
- B. Severance pay will be granted only one time during the lifetime of any one employee.
- C. The total severance pay to which each employee may be entitled, based upon this Rule, shall be actually paid in installments on each regular City pay day in an amount not in excess of the compensation to which the employee would have been entitled if still employed, until the entire severance pay entitlement has been exhausted.

ARTICLE 7. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this Agreement, the City shall pay an amount up to the Los Angeles Region Kaiser Family Rate, based on the current City Council resolution, for each Unit member.

The City's actual contribution for each Unit member shall be based upon the Unit member's enrollment in a plan provided through the City's contract with Public Employees' Retirement System (PERS) and status as:

1. employee only
2. employee and one dependent
3. employee and 2 or more dependents

The City shall continue to contribute the cost of medical insurance coverage to any Unit member who at the time of ratification of this Memorandum of Agreement (MOA) who currently resides outside of Los Angeles County in the amount designated by PERS as "Other Southern California Region" HMO Health Plan for Employee +2 or more dependents. It is understood and agreed that this City contribution shall not be expanded by Unit members who relocate outside of Los Angeles County after the ratification of this MOA, nor shall this contribution apply to Unit members hired after the date of ratification of this MOA.

At the City's request, Unit members shall submit verifiable proof of dependency for

anyone they seek to cover. Acceptable proof includes, but not limited to: marriage license, last IRS Form 1040, and certificate of birth. This shall apply to all unit members who are currently enrolled, as well as to new hires.

B. Dental Insurance

For the term of this Agreement, the City shall provide the City-Wide pre-paid dental plan or an equivalent plan selected by the City. Dental coverage is available for employees and eligible dependents.

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to unit members.

D. Life Insurance

The City shall provide life insurance for unit members in the amount of \$45,000.

E. Vision Insurance

The City shall provide a City-wide vision plan. Vision coverage is available for employees and eligible dependents.

F. Administration of Fringe Benefits

The City reserves the right to select, change, administer or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of this Agreement.

In the administration of fringe benefits programs involving insurance, the City shall have the right to select insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of this

Agreement.

The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement.

No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any employee covered by this Agreement, unless agreed to by both parties.

G. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10,471 negotiates an increase in the health insurance benefits described in this Article for another City bargaining unit, the City will provide the increased benefit to Unit members on the same terms and conditions that apply to the other unit.

ARTICLE 8. OVERTIME

Whenever an employee is required by the City to work on a recognized holiday, the City agrees to compensate holiday pay at two-and-one-half times the employee's regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If an employee uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the employee does not provide verification of

sickness, he or she will be paid at double the employee's regular hourly rate for all hours worked on the specified holiday.

Members of this unit will receive cash payment at the rate of one-and-one-half times the employee's regular rate for all hours in paid status over forty (40) hours per week, or at the employee's discretion by compensatory time off (up to a maximum of 100 hours). Employees who have accumulated comp time in excess of 100 hours as of the ratification of this agreement will not be allowed to accumulate any comp time until reduced below 100 hours. A week shall be defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. Given reasonable notice, employees of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the employee and the supervisor.

ARTICLE 9. EDUCATION REIMBURSEMENT

The City will agree to reimburse employees for tuition and books, up to a maximum of \$2,000.00 per fiscal year, providing the employees enrolled in educational institutions comply with the provisions listed herein. In no case shall employees receive reimbursement above actual costs on any expenditure, nor will Veterans be eligible to participate while receiving financial remuneration through the GI Bill.

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A. Payment

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply for funds for said purpose from alternate sources, if available. Such sources may include, but is not limited to, State and Federal governments, inclusive of scholarship monies and Veteran's benefits programs.
2. Reimbursement shall cease whenever an employee is promoted to a position with the City where the education level earned is an established prerequisite for the position.
3. Whenever an employee is required by the City to enroll in a course in order to obtain the requisite skills which have been determined to be necessary in order to effectively function in the job, he/she shall be fully reimbursed by the City.

B. All Courses Eligible for Payment Under This Section Shall

1. Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course.
2. Be initiated and completed while in the employ of the City of Compton.
3. Be completed at the minimum letter grade of "C" or with a "pass" if enrolled on a pass/fail basis.
4. Reimbursement shall be made only for course work, which is completed at accredited high schools, junior colleges, colleges or universities, trade schools, or through other institutions approved by the Human Resources Department.

5. Approval of an application for reimbursement is contingent upon availability of funds and the employee's successful completion of the course as specified in these provisions.

C. Procedure

1. The employee should make every effort to obtain an "After Hours Education" application at least one month prior to enrolling classes. Employee requests are to be placed on an eligibility list for this program. The employee submits the application to the department manager.
2. The department notes whether the course is job related or promotion related, then approves or disapproves the application and forwards such to the Human Resources Department.
3. The Human Resources Department examines the application noting the department manager's recommendation, and secures a cost estimation of the course.
4. If the application is disapproved, notice is sent to employee, stating the reasons for disapproval. If approved, the Human Resources Department briefs the employee on the reimbursement procedure. The employee submits receipts for tuition, books, and application fees to the Human Resources Department within three weeks after beginning classes.
5. The Human Resources Department records and returns the receipts to the employee.
6. Upon successful completion of the course, the employee submits to the Human Resources Department a transcript of the course grade (or

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completion certificates).

7. The Human Resources Department records and returns the grade (or certificate of completion) to the employee and submits a request for warrant to cover the expenses allowed by the policy statements.
8. The Human Resources Department sends a congratulatory letter to the employees for successful completion of the course.
9. A record of the courses completed and grades attained are prepared; one copy is placed in the employee's personnel file, and a copy is forwarded to the department manager.

ARTICLE 10. GRIEVANCE PROCEDURE

- A. This grievance procedure establishes a means by which an employee's grievance may be considered, discussed and resolved in timely manner, and at the closest possible level to the point of origin.
- B. A "grievance" shall be defined as a dispute or a disagreement raised by an employee against the employer involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievance as herein defined shall be processed as outlined in Section 10.1 C-D of

the Personnel Rules and Regulations.

C. Severe Discipline Determination and Appeal Procedures

The procedures for handling severe discipline and appeal shall be that outlined in Section 10.2 of the Personnel Rules and Regulations. However, Employer and Union agree that prior to the effectuation of the appeal procedures set forth in Section 10.2 B(2), members of the Union shall first submit appeal to arbitrator. The decision of the arbitrator shall be advisory to the City Manager. If the member is not satisfied with the advised determination made by the City Manager, the member may proceed with the appeal as set forth in Section 10.2 B(2).

ARTICLE 11. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

- A. The matter will go to arbitration if either party files with the other in writing, a demand for such further proceedings within 15 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an

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- arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. Lot shall determine the party who strikes the first name from the panel.
- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, may be submitted to advisory arbitration, and the decision and award is advisory to the City Manager and City Council.
- D. The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the grievant's representative.
- E. Parties shall share equally the expense of the cost arbitration, with the exception of their own Council's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator, shall be paid solely by the requesting party.

ARTICLE 12. LAYOFF AND RETRENCHMENT PROCEDURES

A. General Statement

Any employee in the Classified Service may be laid off for lack of funds through action of the City Council, as set forth in Section 1107 of the City Charter

Article XI, Section 1107
Abolition of Position. Layoffs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class, in the Classified Service, the City Council may do so, by stating in its proceedings its reasons thereof. Should such position, or positions be renewed or any position or positions involving substantially the same duties be created or filled within one year, the employee or employees discharged shall be entitled to be appointed thereto. All layoffs occasioned by the abolishment of a position or the reduction in number of employees in a given class shall be governed by seniority in service and shall be in the reverse order of employment. Re-employment shall be in the reverse order of the layoffs.

Interpretation

- B. Service Seniority is interpreted and defined as length of continuous service in the respective classification or in a promotional classification within the same occupational family group.
- C. Order of Separation Seniority in classification shall govern the order of layoff so that positions remaining which are not abolished or are to be staffed after layoff will be occupied by employees with greatest length of continuous service in the classification.
 - 1. In cases where temporary employees are holding the same classification or performing similar duties as permanent Classified employees laid off, all

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temporary persons within the same classification and department/division are affected by the layoff and must be (a) transferred to a non-affected position or (b) laid off, or (c) placed in a classification that substantially differs in name and function.

2. Whenever seniority in classification is equal, the following criteria shall be applied in the order below:

- a. Service within that occupational group
- b. Total City service
- c. Relative position on eligibility list
- d. Drawing of lots

D. Voluntary Reduction in Lieu of Layoff Any Classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may not later than five working days after notice of layoff, request a reduction to a lower class, regardless if he or she has previously served in that position, so long as the class to which he or she reverts is within the same occupational or family group. When an employee reverts to a position where they have not previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he or she then reverts to the next lower position within the group in which they have accrued seniority. Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy, or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff. The employee displaced

shall be considered as laid off for the same reason as the person who displaced him or her and shall employ the same procedures. The employee laid off shall be given written notice of layoff not less than 30 calendar days prior to the effective date of the layoff, and shall be informed of his or her reinstatement status in writing. The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than 20 days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to lower classification shall receive written notice of layoff not less than ten days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. The appointing officer shall use said list when a vacancy for that class is to be filled before certification.

- E. Order of Recall Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

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Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

- F. Notice of Recall from layoff shall be by return-receipt requesting mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery or attempted delivery is certified by the Postal Service. Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Human Resources Department their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within five days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.
2. Any employee who refuses recall, or fails to report on the prescribed date within the two-week maximum, thereby waives all remaining rights to recall and reinstatement as an employee.

- G. Reinstatement/Restoration

1. No Accruals

During layoff status, no person shall be entitled to accrue any additional benefits, rights, privileges or obligations of employment, nor be entitled to any employer contributions for health, retirement or any other benefit plan, except as may be

restored upon recall and reinstatement as herein set forth. Employees reinstated under the provisions of this Rule shall begin accruing benefits at the level they had attained prior to displacement.

2. Restoration of Benefits

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

- a. All sick leave credited to the employees' account for which the employee was not compensated when laid off shall be restored;
- b. All seniority held at the time of layoff shall be restored;
- c. All prior active duty time shall be credited for the purpose of determining vacation accrual rates and service awards.
- d. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

3. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

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4. Assignment of Other Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees handling positions in appropriate classes.

H. Separation After Recall Layoff for more than one year will terminate all reinstatement rights. The employee will be entitled to the same severance benefits and pay as are provided in the case of other separations or retirements.

I. Checkout Upon Layoff, Separation or Termination Any employee who is laid off, terminated or who separates from the service for any reason shall not receive his final paycheck until he or she has turned in all City owned equipment to his or her supervisor, including his or her City identification card, has cleared with his or her department head, the disposition of any clothing, tools, or other working materials, which have been provided to him or her by the City, and has completed all exit interviews and forms which may be required by the City Manager. The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. Employees may elect to withdraw all compensation due at the time of layoff or at their discretion, may request to be compensated on a weekly basis, not to exceed one year. If an employee elects to withdraw all compensation at the time of layoff, he or she must request in writing, total and final severance pay from the City Controller at least ten days prior to the effective date of the layoff. Upon receipt of final severance pay for accumulated vacation and sick leave credit, all

rights to such accumulated vacation and sick leave shall cease, and under no circumstances shall that accrued and accumulated credit nor any lump sum payment in lieu thereof, be counted as sick credit nor be deemed as compensation for purposes of computing service credit for retirement benefits under any retirement plan then in force and effect. Unless, however, after reinstatement an employee elects to restore time for which he or she was compensated by remitting to the City any monies he or she received.

J. Notice of Layoff

The City shall provide 30 days notice to the Union prior to it implementing any layoff decision involving members of this bargaining unit. Within the 30 day period, the Union may meet with the City Manager or designee to explore options other than layoffs or reduction in status of its Unit members. The City shall be under no obligation to implement the alternatives suggested by the Union. It is understood and agreed that any meeting scheduled by the City for the purpose of exploring options or otherwise shall not be considered a "Meet and Confer" session concerning the City's decision to implement layoffs.

ARTICLE 13. LIMITED DUTY ASSIGNMENT

Whenever an employee of this unit is released from performing specific duties due to injuries not associated with the job, such employee may work a limited duty assignment, provided such assignment is available, if substantiated by the reviewing physician that such limited assignment will not impair the health or welfare of the employee. Any employee not in agreement with the City's physician may have his case reviewed by a

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physician jointly selected by the City and the Union, and such decision will be binding. If the parties are unable to agree on a doctor, a physician shall be chosen from a list of seven furnished by the American Medical Association.

Limited Duty assignments to employees with injuries shall be consistent with the provisions of the State of California Worker's Compensation laws relative to such matters.

ARTICLE 14. ACCESS TO WORK STATION

The City agrees to grant official representatives of the Union the access and right to discuss grievances or problems arising under the terms of this Agreement with employees of this unit during working hours. It is agreed that there will be as little interference as possible by the Union's business representatives and stewards shall be permitted to conduct a reasonable amount of time toward Union business relative to grievance during working hours without loss of pay, if such time will not interfere with departmental operations and with approval from the employing department manager. The City agrees to permit the Union to use City facilities to conduct business meetings when such facilities are available and requested in a timely matter.

ARTICLE 15. UNION BUSINESS

Employees elected to union office shall be granted time off to perform Union functions, inclusive of conferences, conventions and seminars, without loss of pay, not to exceed one hundred sixty (160) hours per fiscal year for all such employees and functions. Up to four members of the negotiating team shall be granted time off for negotiations which

shall be mutually set by the employer and the Union, and such employer/employee meetings shall not be charged against Union business time.

ARTICLE 16. STEWARDS

It is agreed that LUMNSE may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten (10) members. The Union agrees to give to the City, a written list of employees who have been selected as stewards, and such list shall be kept current by LUMNSE.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind.

Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of his or her activities and role as a steward.

Stewards, when leaving their work station/location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him or her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental operations. If such permission cannot be granted at the time of request, the steward will be informed immediately as to the earliest available time. Upon entering a work location, the steward shall get permission from the responsible supervisor prior to speaking with a unit member. Permission to leave the job will be granted to the employee involved, unless such absence would cause

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an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he or she will be made available. LUMNSE agrees that a steward shall not log compensatory time spent performing Union business. The role of a steward is to provide timely grievance representation at the first step of the grievance process in an effort to resolve the grievance at the lowest possible step and increase communications between the City and the Union.

ARTICLE 17. REASONABLE NOTICE

All communications or notices required to be served upon the Union by the City shall be delivered to the primary officer of the Union and designated staff representative at their current address on file in the City Manager's office by United States Mail (provided the Union provides a sufficient supply of stamped, self-addressed envelopes to the City Manager's Office) or hand delivered whichever is most convenient. All communications with the City shall be addressed and delivered to the City Manager, 205 South Willowbrook Avenue, Compton, California 90220, in which case, a copy shall be addressed and delivered as above. It is mutually agreed the City shall provide the Unit with Council agenda cover sheets. The Unit may request any item that affects them from the City Manager's office. The item will be provided at the same time as provided to departments by the City Manager's office.

ARTICLE 18. WAGES/BASE PAY

A. Retirement Contribution

The CITY shall provide Classic California Public Employees' Retirement System

(CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members² who are covered by this MOA, the 2% at 62-retirement plan of CalPERS. The CITY shall continue to pay the employee's portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by the CMEA. The amount paid by the CITY to defray the cost of an employee's portion of retirement contributions shall not exceed 8% of the employee's monthly earnings from the CITY. Employees defined as new CalPERS members shall pay their portion of contribution to the CalPERS retirement.

B. Adjustments to Compensation

All units shall receive the following salary adjustment:

- Effective July 1, 2014, Unit members shall receive a three (3%) percent Cost of Living Adjustment (COLA) to base pay which shall be reflected in the CITY'S salary ranges.
- Effective July 1, 2015, Unit members shall receive a three (3%) COLA to base pay which shall be reflected in the CITY'S salary ranges.

¹ Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

² New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

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CLASSIFICATION TITLE	SALARY RANGE EFFECTIVE DATE		
	(06/30/14)	(07/01/14)	(07/01/15)
Account Clerk I	71	74	77
Account Clerk I-Bilingual	71	74	77
Account Clerk II	85	88	91
Accountant	127	130	133
Accountant II	143	146	149
Accounting Specialist	93	96	99
Administrative Analyst I	109	112	115
Administrative Analyst II	127	130	133
Administrative Specialist	93	96	99
Assistant Building Inspector	92	95	98
Assistant Civil Engineer	122	125	128
Assistant Planner	126	129	132
Associate Planner	140	143	146
Building and Permit Technician	75	78	81
Building Inspector I	117	120	123
Building Inspector II	129	132	135
Business License Inspector	118	121	124
Cable TV Production Specialist	110	113	116
Case Manager	96	99	102
Cashier/Clerk	62	65	68
Claims Technician	93	96	99

Code Enforcement Aide	58	61	64
Code Enforcement Officer I	118	121	124
Collections Officer I	106	109	112
Collections Officer II	136	136	139
Community Center Supervisor	86	89	92
Community Liaison Officer	87	90	93
Community Outreach Specialist	85	88	91
Computer Operator	97	100	103
Customer Service Representative	97	100	103
Customer Service Representative (Streets)	97	100	103
Data Entry Operator Clerk	83	86	89
Data Entry Operator Clerk, Senior	97	100	103
Draftsperson Assistant	74	77	80
Eligibility and Occupancy Interviewer	77	80	83
Employment and Training Program Specialist	83	86	89
Employment and Training Program Specialist, Sr.	113	116	119
Engineering Clerk	72	75	78
Family Self-Sufficiency Project Coordinator	117	120	123
Financial Counselor	89	92	95
Graphics Designer	98	101	104
Housing Coordinator	142	145	148
Housing Eligibility Aide	103	106	109
Housing Eligibility Specialist	115	118	121
Housing Rehabilitation Inspector	118	121	124

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Housing Rehabilitation Specialist	115	118	121
Identification Technician	79	82	85
Information Systems Analyst	94	97	100
Junior Civil Engineer	115	118	121
Keypunch Operator	67	70	73
Leased Housing Assistant	99	102	105
Leased Housing Specialist	115	118	121
Legal Technician	93	96	99
Office Aide	38	41	44
Office Assistant I	54	57	60
Office Assistant I/Bilingual	57	60	63
Office Assistant II	65	68	71
Office Assistant III	75	78	81
Para-Transit Driver	56	59	62
Para-Transit Dispatcher	56	59	62
PBX Operator/Clerk I	53	56	59
PBX Operator/Clerk II	70	73	76
Personnel Technician	93	96	99
Planning Technician	104	107	110
Printing and Duplicating Technician	70	73	75
Program Development Coordinator	99	102	105
Program Development Specialist	126	129	132
Project Coordinator	99	102	105
Property Inspector	94	97	100

Public Affairs Specialist	100	103	106
Purchasing Agent	103	106	109
Recreation Leader	78	81	84
Recreation Leader/Senior Citizens Program	78	81	84
Redevelopment Aide	47	50	53
Redevelopment Assistant	79	82	85
Redevelopment Technician I	110	113	116
Redevelopment Technician II	126	129	132
Rehabilitation Assistant	89	92	95
Relocation Specialist	84	87	90
Senior Housing Program Development Specialist	126	129	132
Statistical Clerk	63	66	69
Substance Abuse Counselor	100	103	106
Tenant Relations Assistant	93	96	99
Tenant Relations Specialist	99	102	105
Training and Services Assistant	71	74	77
Training and Services Coordinator	113	116	119
Utility Billing Specialist	97	100	103
Video Production Specialist	65	68	71

C. Definition of "Periodic"

City Charter section 1103 indicates that the City Manager will make "periodic" studies of the classification and grading of provisions. The Union and the City agree that "periodic" means every five to seven years. Nothing in this provision amends the City Charter, nor limits in any way any amendment or modification of

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the City Charter.

D. Working Out of Class

The Union may recommend that the City Manager review up to four Unit-represented positions a year to determine if the incumbent is working out of class.

E. Shift Differential Pay

For unit members that begin their work shift after 4:00pm, such unit members shall be compensated with a shift differential of ten (10%) percent above their normal pay range.

F. Compensation Study

The CITY shall conduct a compensation study for classifications in this unit by December 31, 2015, and shall have such study conducted by a professional classification and compensation consultant.

G. Incentives

The CITY agrees to work with this unit to develop criteria for providing pay incentives for successful completion of work related field certificates.

H. Career Development

The CITY agrees to further discuss and negotiate career ladder advancements strategies consistent with the Personnel Rules and Regulations with unit member representatives by December 31, 2015.

I. Supervisory Differential Pay

The CITY agrees to pay unit members a supervisory differential pay of five (5%)

when assigned to perform significant supervisory duties.

J. Parity Clause

If, during the term of this agreement, the AFSCME CEMA unit, SEIU units (Building and Trades and Public Safety Auxiliary) receive a unit-wide, Cost of Living Adjustment (COLA), this Unit shall receive the same COLA on the same effective date.

ARTICLE 19. EMPLOYER RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which employer has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the employer. The employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel. In addition, the employer specifically reserves the exclusive right in accordance with its judgment to: reprimand and otherwise discipline employees, hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; maintain the efficiency of employees; close down buildings or any buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any

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job, department, operation or service; subcontract any work done by the employees, consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; make or change rules, policies, or provisions of this Agreement; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The City's non-exercise of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions. The City hereby agrees to meet and confer on matters relating to wages, ~~ours~~ hours and other terms and conditions of employment, as required by (Section 3505 of the Government Code).

EFFECTS OF LAWS, RULES AND REGULATIONS

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives and orders, issued by properly designated officials. The Union also recognizes the right, obligation and duty of

the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the City insofar as such rules, regulations, directives and orders do not conflict with the express terms of this Agreement.

ARTICLE 20. SEPARABILITY PROVISION

This Memorandum of Agreement is subject to all applicable Federal, State, County, and City laws and regulations, and any lawful rules and regulations enacted by the City's Personnel Board. If any part or provision of this Memorandum of Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, County or City laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

Notwithstanding any provision of this Agreement, the City and the Union agree to meet and confer upon the request of either party to address any impact that such invalidity or unenforceability of laws may have upon the terms and conditions of employment.

ARTICLE 21. STRIKE PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any authorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the Bargaining

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Unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will promptly, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in ~~Section 1~~ the paragraph above shall not be affected or led by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter ~~is/is~~ is or is not subject to the grievance and arbitration provision of this Agreement.

STRIKES AND LOCKOUTS

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike.

The City agrees that during the same period, there will be no lockouts. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage slowdown or strike, may be disciplined or discharged at the sole discretion of Management. Accordingly, and in pursuance with this Article, the City agrees not to

violate any of the express terms of this Agreement throughout its duration.

ARTICLE 22. QUARTERLY MEETINGS

The Union agrees to meet quarterly with the City to discuss and prepare tentative productivity standards for the various job classifications. These discussions will serve as the basis of intended standards to be set at the expiration of this Agreement and shall be incorporated into the terms and conditions of a succeeding agreement. Further, the Union and the City agree to discuss the Administration of the Contract during these quarterly meetings. The intent here is for the parties to keep one another abreast of the day to day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings. Both parties agree that the added purpose of these meetings is to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the MOA.

ARTICLE 23. SAFETY

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his or her immediate supervisor. Said supervisor must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor, or;

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- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he or she shall promptly report the problem to the next designated level of supervision, or inform the Risk Manager about the problem.

The CITY is willing to further address safety concerns and engage in a serious discussion regarding the use of safety equipment.

ARTICLE 24. UNPAID LEAVES OF ABSENCE

Employees of the Unit who request and receive approval for an unpaid leave of absence for medical reasons must exhaust all accumulated sick leave prior to the effective date of the unpaid leave; however, if the leave is not for medical reasons, all accumulated compensatory time must be exhausted prior to the effective date of said leave.

ARTICLE 25. HEALTH INSURANCE CONTINUATION WHILE ON LEAVE DUE TO UNDISPUTED/DISPUTED WORK- RELATED INJURY/ILLNESS

It is mutually agreed that the City shall continue to pay the City's contribution toward the premium for health insurance coverage, in the case of employees who are disabled and

unable to work due to undisputed work-related injury/illness. Employees who have filed a claim(s) for compensation as a result of an injury/illness which is in dispute, shall pay the entire amount of the premium for health insurance while in no pay status, beginning with the first premium due after onset on the injury/illness. If it is later determined that the injury/illness is work-related, the City shall refund all premiums paid by the employee.

ARTICLE 26. BILINGUAL ASSIGNMENT

- A. Effective January 1, 2015, the CITY agrees to pay \$50.00 bi-weekly (\$100.00/monthly) to unit members when assigned to provide bilingual services. Employees shall be required to pass a qualifying examination conducted by an independent agency to determine fitness for periodic bilingual assignments. Employees committed to the bilingual assignments shall be obligated to provide such service to the City as needed.
- B. Effective January 1, 2015, the CITY agrees to a differential of \$100.00 bi-weekly (\$200.00/monthly) to be paid to Unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the State of California approved by the Human Resources Department, when assigned to provide bilingual services. Unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$62.50 biweekly if they demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 27. HOLIDAYS

The City agrees to provide the following paid holidays to employees of this Unit:

Independence Day
Labor Day
Admissions Day
Veteran's Day
Thanksgiving Day
Thanksgiving Day (day following)
Christmas Day
New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Cinco de Mayo
Memorial Day
Employee's Birthday
Cesar Chavez Day
December 25, 2015 (floating holiday)

For FISCAL YEAR 2014/2015, in December 2014 all unit members shall be granted thirty (30) hours of Personal Holiday Leave. Those unit members who work a 5/40 work schedule shall be granted thirty two (32) hours. These days off will be taken as directed by management.

(Resolution 23,971 adopted by the City Council on June 24, 2014, established legal holidays for City employees). When the employee's birthday or holiday falls on a weekend, or during his or her scheduled vacation, employee will receive another day off, when requested, subject to approval of his or her supervisor. When an employee's birthday falls on a designated holiday, the employee will receive another day off, when requested, subject to the approval of his or her supervisor.

ARTICLE 28. PERSONAL LEAVE

Each unit member shall be allowed to designate up to three (3) days or 24 hours of accrued sick leave as personal leave per calendar year. Unit members shall be allowed to use this leave for personal business. Unit members shall give at least one (1) day's notice, where possible, of any intended use of personal leave. The only specific prohibition for the use of personal leave is that it cannot be used to provide for the three-(3) day waiting period for worker's compensation claims. Personal leave days may not be accumulated from year to year.

ARTICLE 29. BEREAVEMENT LEAVE

In the event of death in the immediate family (immediate family shall mean spouse, mother, father, son, daughter, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, stepchild, stepbrother, stepsister, stepmother, stepfather, registered domestic partner, spouse's son-in-law and spouse's daughter-in-law), an employee of the Unit shall be entitled to bereavement leave of three days with pay. In the event of the death of a relative not considered in the immediate family, an employee shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is no accrued sick time, the employee should then request vacation time in accordance with the vacation procedures. The City reserves the right to verify leave taken pursuant to this Section.

ARTICLE 30. VACATION

Employees of this Unit may use vacation leave after the satisfactory completion of six

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months of continuous service with the City. All other provisions for vacation as prescribed in Rule 7.5B of the Compton Personnel Rules and Regulations shall apply. Effective the first pay period after the adoption of the resolution ratifying this agreement, all unit members with ten (10) years of service or more will receive an additional two (2) hours per month in vacation earnings. This provision is a modification of Rule 7.5B (3) of the Compton Personnel Rules and Regulations. The CITY shall allow vacation to be used in increments of less than ten (10) hours.

Notwithstanding the foregoing, the City will further discuss and negotiate a unit members' ability and/or limitations to convert unused vacation leave each year to cash by December 31, 2015.

ARTICLE 31. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Service shall be filled by the method prescribed in rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. If an Unclassified position is created and is comparable to a Classified position within the bargaining unit, employees of the Unit shall be considered for the position. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created Unclassified positions which are deemed comparable or similar to any position represented by LUMNSE (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

ARTICLE 32. MOVE-UP ASSIGNMENT

All unit members shall receive move-up pay after a one time completion of a ten (10) day

training period, or a total of ten (10) days worked, in any higher job classification, and provided each assignment for which move-up pay is granted is for not less than eighty (80) hours in duration (two work weeks). Prior work in an acting assignment for the same classification will be counted toward the satisfaction of the 10-day training requirement. An acting or move-up assignment must be initiated by a Personnel Action form and must be for a minimum of eighty (80) hours. Personnel Action forms showing the completion of a minimum ten (10) days move-up or acting in any/each higher job classification will satisfy the requirement of the training. After successful completion of the ten (10) day training period, whenever an employee of the Unit is given an acting assignment to that position the employee shall receive compensation fixed by the employee's department manager. The compensation shall be fixed within the higher salary range of the position moved-up to and shall be an increase of not less than 4% of the employee's regular base salary.

ARTICLE 33. UNIT MEMBERSHIP LIST

Management will provide the Union in writing, within 30 days from the effective date of this Memorandum of Agreement, and subsequently upon written request by the Union, but no more than every sixty (60) days thereafter, an alphabetized list of employees subject to this MOA eligible for unit membership, of such employee's name, class title, Union membership status, and location by department and division, as applicable.

Home addresses shall be provided upon the effective date of this MOA.

This provision is not binding if in conflict with provisions of the Privacy Act.

ARTICLE 34. ZIPPER CLAUSE

This Agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing Memoranda of Agreement, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Thereafter, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 35. CONTRACTING AND SUBCONTRACTING

The City recognizes that its ability to discontinue or "contract out" [subcontract] Bargaining Unit work concerning matters related to municipal operations is subject to its rights and obligations under the State of California Public Policy [State Constitution and

Status, including the MMBA]. The City shall not contract out Bargaining Unit work for the purpose or intention of undermining the Union, nor to discriminate against any of its members; nor will the City "contract out" Bargaining Unit work that will result in the layoff of any employees who have completed their initial probationary period, and have regular civil service status.

ARTICLE 36. UNIFORM ALLOWANCE

The City agrees to provide an annual uniform allowance of \$800.00 to be paid semi-annually (November and May) each year during this Agreement to each employee of this unit who is required to wear a uniform by his or her department. The City agrees to provide an annual safety footwear allowance of \$200.00 to be paid annually (January) each year during this Agreement to each employee of this unit who is required to wear safety footwear.

Employees shall be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Manager or his or her designee.

In order to qualify for uniform allowance, employees must have worked no less than four months of the six-month period preceding the payment of the semi-annual uniform allotment. If less than said time is worked, the allowance will be prorated accordingly, on a month-by-month basis.

ARTICLE 37. RETIREMENT

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The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members³ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are new CalPERS members⁴ who are covered by this MOA, the 2% at 62-retirement plan of CalPERS.

ARTICLE 38. DURATION OF AGREEMENT

The foregoing and any executed and ratified side letters attached hereto constitutes an entire agreement between the parties and no verbal statement shall supersede its provisions.

The term of this Agreement shall be effective July 1, 2014, and shall remain in full force and effect until June 30, 2016, at which time, all terms and conditions agreed to in this Memorandum of Agreement shall be terminated.

ARTICLE 39. PURGING OF FILES

The City agrees to review the personnel files of unit members annually, if requested, and to remove and/or seal any minor reprimands or infractions, excluding serious disciplinary matters (i.e., suspensions, dismissals and demotions) as follows:

**Minor infractions or reprimands (as defined
above) which are four years or older and those
which have not been repeated within a two-year**

³ Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.

⁴ New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement

period.

**ARTICLE 40. REDUCED WORK SCHEDULE IN LIEU OF UNPAID
LEAVE**

Pursuant to Personnel Rules and Regulations 7.4B, the City Manager may grant any permanent employee a leave of absence without pay for one continuous period of time Not to exceed one calendar year, based upon specified terms and conditions. In lieu of a full-time unpaid leave of absence, the City Manager may grant a permanent employee a reduced work schedule for a continuous period not to exceed one calendar year provided that: a) the employee expects at the time the leave is requested to return to work; and b) employee works no less than 32 hours a week. The employee shall continue to receive full health insurance benefits while on such reduced work schedule, but shall earn sick, vacation and holiday leave benefits on a pro-rated basis. All other provisions of Personnel Rules and Regulations 7.4B shall also apply.

ARTICLE 41. AGENCY SHOP

A. Waiver of Agency Shop Petition Rights Under Government Code Section
3502.5(b)

The Union waives all rights under Government Code section 3502.5 (b), which allows an employee organization to call an agency shop election upon a signed petition of 30% of the employees in the Unit. Instead, the Union and the City agree to implement the agency shop agreement set forth herein, upon a signed petition of 30% of all employees

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in the Unit, but only after both of the following occurs: 1) the voluntary membership rate in the Union reaches 60%, as evidenced by the membership dues authorization cards in the City's payroll office; and 2) a lawful and valid secret ballot election occurs which is open to all bargaining unit employees and which a majority of the voters cast ballots in favor of agency shop.

B. Contingent Agency Shop Agreement

If all of the contingencies listed in section "A" above are met, the following agency shop agreement will come into effect:

CONTINGENT AGENCY SHOP AGREEMENT

A. All permanent, non-probationary, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of this Agreement, and who chose not to become members of the Union, shall be required to pay to the Union, as a condition of employment, a representation service fee that represents each such employee's proportionate share of the Union's cost of meeting and conferring and administering this Agreement, beginning 60 days after this contingent agency shop agreement comes into effect as described in this Side Letter, or after an employee attains such status, or after the Union has provided such employees and the City with the legally requisite expenditure information described below, whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to

deduct such fees, in accordance with the law and the provisions of this section, through a bi-weekly payroll deduction.

- B. The representation service fee arrangement provided by this section may be rescinded by a majority vote determined in a secret ballot election in which all employees in the unit are eligible to vote provided that: 1) a request for such vote is supported by a petition containing the signatures of at least 30% of all employees; and 2) the vote may be taken at any time during or after the term of this Agreement, but in no event shall there be more than one vote taken during any calendar year. The sufficiency of a petition shall be determined, and the election shall be conducted, by the State Mediation and Conciliation Service if the Union and the City cannot agree on the selection of another neutral person or entity to conduct the election. The Union and the City shall split the costs, if any, for conducting such an election.
- C. An employee who is subject to the payment of a representation service fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Union members, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Agreement.
- D. The Union shall be fully responsible for expending funds received under this

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article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues which are applicable to public sector labor organizations. Prior to an employee having any obligations to pay a representation service fee hereunder, the Union shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement. The Union agrees to update and provide this financial information to employees and the City on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Union is directly or indirectly affiliated and to whom the Union transmits a portion of its dues and/or representation service fee funds.

- E. The Union shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make available a copy of such procedure

to employees and the City prior to the time that any employee becomes subject to the payment of representation service fees.

- F. Any employee who is a member of a bona fide religious, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to pay the representation service fees described in this section. This exemption shall not be granted unless and until such employee has certified his or her bona fide membership under penalty of perjury. Such employee must, instead arrange with the Union to satisfy his or her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: [name three organizations.] Proof of such payments shall be submitted to the City on a monthly basis as a condition of continued exemption from the representation service fee requirement.
- G. When an authorized agent of the City is served with written notice by an employee or employees, or by the Union, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Union obligations; or 2) the employee exemption described in this section, the City and/or the Union shall thereafter deposit such disputed dues or fees in an

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interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The City shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of a legally binding settlement agreement between the employee(s) and the Union, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent jurisdiction. The sole obligation of the City with respect to such disputes is as set forth in this paragraph. The city shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the Union shall pay the City's attorneys' fees and costs, as further described in this section.

- H. Whenever an employee shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the employee and the City's Human Resources Director written notice thereof, which notice shall give the employee fifteen (15) days to cure the delinquency. In the event the employee fails to cure said delinquency the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

- I. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when an employee is ~~an~~-on unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, an employee's failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination.
- J. The parties acknowledge that the Unit does not contain management, supervisory, confidential or peace officer employees, and that the law precludes the parties from applying agency shop requirements to such employees.
- K. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
- L. The representation service fee obligations described in this section shall continue in effect, unless rescinded pursuant to the procedure described in this section, for only as long as the Union is the recognized collective bargaining representative of those in the Unit, notwithstanding the expiration of the Agreement between the City and the Union.

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M. The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. The Union's indemnify liability obligation is more fully set forth as follows:

1. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of the Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the ~~Association~~ Union shall not diminish the Union's defense and indemnification obligations under this Agreement.
2. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for

such defense. The cost of any such assistance shall be paid by the Union.

3. The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

ARTICLE 42. RATIFICATION AND EXECUTION

The City and the Union acknowledge that this Memorandum of Agreement shall not be in full force and effect until ratified by the Union and approved and adopted by the City Council of the City of Compton. Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this _____ day of _____, 2015 by:

FOR THE CITY:

FOR THE UNION:

JOHNNY FORD
CITY MANAGER

ROOSEVELT PETERS
PRESIDENT, LUMNSE

#4.

APPROVED AS TO FORM:

CRAIG CORNWELL
CITY ATTORNEY

WILLIAM LEWIS
VICE PRESIDENT, LUMNSE

ALITA GODWIN
CITY CLERK

LEE WAX
BUSINESS REPRESENTATIVE
CALIFORNIA DISTRICT COUNCIL 36

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3947, NON-SUPERVISORY UNIT (LUMNSE) FOR FISCAL YEARS 2014 - 2016

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

4/23/2015 2:03:03 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/27/2015 4:20:33 PM
DATE

Michael Antwine
CITY CONTROLLER

4/23/2015 6:03:28 PM
DATE

Kelly Montgomery
CITY MANAGER

4/23/2015 4:42:26 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

