

RESOLUTION NO. 22-8122

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION –
MISCELLANEOUS UNIT (APRIL 1, 2023 – MARCH 31, 2026)**

WHEREAS, the City of Downey, hereinafter referred to as "City," and the Downey City Employees' Association- Miscellaneous Unit hereinafter referred to as "MISC" have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

WHEREAS, the City and the MISC have memorialized the Agreement in a written Memorandum of Understanding.

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

SECTION 1. The Memorandum of Understanding between the City and the MISC, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

SECTION 2. The Director of Human Resources is authorized to sign the Memorandum of Understanding.


SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 8th day of December, 2022.



CATHERINE ALVAREZ
Mayor Pro Tem

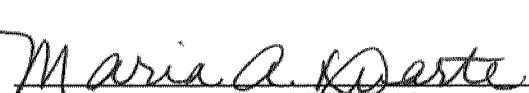
ATTEST:



MARIA ALICIA DUARTE, CMC
City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a Special meeting held on the 8th day of December, 2022, by the following vote, to wit:

AYES:	Council Members:	Frometa, Sosa, Trujillo, Alvarez
NOES:	Council Members:	None.
ABSENT:	Council Members:	None.
ABSTAIN:	Council Members:	None.



MARIA ALICIA DUARTE, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY
AND
THE DOWNEY CITY EMPLOYEES' ASSOCIATION -
MISCELLANEOUS UNIT

April 1, 2023 – March 31, 2026

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY AND
THE DOWNEY CITY EMPLOYEES' ASSOCIATION - MISCELLANEOUS UNIT**

ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey City Employees' Association (hereinafter called the "Association") as the recognized majority representative of all full-time employees and one "grandfathered" part-time employee (who worked an average of 30 hours per week for a period of time) covered in a classification listed on Exhibit A. The City has recognized the Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 etc. seq. and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

ARTICLE II

NON-DISCRIMINATION

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

Section 2. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, marital status, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

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

Section 4. The City and the Association agree to comply with applicable federal and state laws and regulations regarding the employment of the disabled.

ARTICLE III

BASIC COMPENSATION PLAN

Section 1. Salary Increases.

A. Employees in classifications covered by this Memorandum of Understanding as

referenced in Exhibit A, with the exception of the Hazardous Material/Fire Inspector classification whose pay shall be subject to adjustment pursuant to Article III, Section 12, shall receive the following pay increases based on the following pay range adjustments:

1. Effective the start of the pay period that includes April 1, 2023, a four percent (4%) across the board base pay range increase.
2. Effective the start of the pay period that includes April 1, 2024, a four percent (4%) across the board base pay range increase.
3. Effective the start of the pay period that includes April 1, 2025, a four percent (4%) across the board base pay range increase.
4. Effective the start of the pay period that includes April 1, 2023, the classification of Administrative Clerk II, shall receive an additional base salary range increase of four percent (4%) as a one-time market rate adjustment.
5. The City shall make a one-time ad hoc lump sum payment of twenty-five hundred dollars (\$2,500.00) to each member of the Association covered by this MOU who are actively employed by the City on the date the MOU is adopted by the City Council and remain employed at the date of the payment. The payment shall be made by direct deposit during the workweek beginning April 10, 2023. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

Section 2. The Plan of Salary Schedules.

A. Description of Schedules. The pay plan consists of a set of monthly/hourly pay schedules. Each schedule is designated by a schedule number. Each schedule consists of five (5) steps of monthly/hourly compensation, each of which is designated by a step letter.

B. Hourly Equivalent Calculation. For payroll purposes, the hourly equivalent of a monthly rate shall be computed by dividing the monthly rate by 173.333 hours worked per month (40 hours per week times 52 weeks in a year divided by 12 months in a year).

Section 3. Eligibility for Merit Salary Advancement.

A. Eligibility for Salary Step Increases.

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.
2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.
3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

B. Qualification for Salary Step Advancement.

1. Advancement shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.
2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.
3. If an employee does not receive a merit increase as a result of the performance evaluation, the employee may appeal through the grievance procedure.

C. Merit Evaluation.

1. Every employee shall receive an objective, written job performance rating, no sooner than three (3) weeks before, no later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this Section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this Section.
2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

Section 4. Salary Schedule Step Reduction. Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reduction in pay.

Section 5. Longevity Pay.

A. Eligibility for Longevity Pay. As early as at least July 1, 2011, regular employees who have completed ten (10) and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay adjustments as follows:

<u>Service</u>	<u>Compensation Adjustment</u>
10 years	5.5000%
20 years	8.4020%

Longevity pay is effective the start of the pay period that includes the ten (10) or twenty (20) year anniversary date. Such pay is not cumulative.

Qualification for Merit Longevity Lump Sum Payment. Employees covered under the First Tier Retirement Formula as outlined in Article XV Section II who receives or will receive Longevity Pay shall also qualify to receive a one-time annual Merit Longevity Lump Sum Payment

in connection with their annual evaluation pursuant to Administrative Regulation 436 in which their performance evaluation rating is “meets standards” or above. The Merit Longevity Lump Sum Payment value is eight hundred seventy dollars (\$870.00).

Section 6. Eligibility for Promotion Increases.

A. Any employee receiving a promotion shall receive a salary increase equivalent to one pay step (5.5%), or shall be placed on the first step of the salary schedule for the class to which he is promoted, whichever is greater.

B. Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion, shall be granted the merit increase prior to the application of provision A of this Section.

Section 7. Acting Pay. An employee who has been designated by the Department Head or his designee to serve in an acting capacity for sixty (60) consecutive work days or more to fill an authorized budgeted position that is temporarily vacant shall receive Step A of the pay range for the classification or five and one-half percent (5.5%), whichever is greater. An employee designated to serve in an acting capacity is deemed qualified to perform the full range of duties and responsibilities required of the position. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

Section 8. Out-Of-Class Pay. An employee may be assigned by the department head to serve temporarily in an out-of-class assignment. An out-of-class assignment is distinguished from an acting designation by the performance of limited duties and responsibilities that are above an employee’s regular job duties. The selection of an employee for an out-of-classification assignment shall be at the discretion of the Department Head or designee. A temporary out-of-class pay differential of five and one-half percent (5.5%) shall be authorized with advance approval by the Department Head when an employee is designated and scheduled to work in an out-of-class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, and vacation shall not be considered as days actually worked.

Section 9. Bilingual Pay. Employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars (\$70.00) per bi-weekly pay period. The Assistant City Manager has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter or an employee who has been certified by the Human Resources Director to administer such examination.

Section 10. Supervising Librarian Assignment Pay (Supervisory Premium). The Department Head shall have the authority and discretion, up to budget authority, to designate and/or remove any Librarian who is routinely and consistently performing supervisory duties as a “Supervising Librarian”. The Department Head will have the authority to establish job requirements and duties for “Supervising Librarian”. A Librarian designated and assigned as a “Supervising Librarian” shall receive eight and one-quarter percent (8.25%) of their base hourly rate of pay while assigned as a Supervising Librarian. The Association and its members understand, agree, and acknowledge that should a Librarian transfer and discontinue “supervising” that the discontinuance of this assignment pay does not constitute a punitive action. The City and Association agree that a Librarian who is removed from the supervising assignment shall be entitled to grieve the removal, but, in no instance shall be allowed to grieve beyond “Step

Three” of the grievance procedure contained in this Memorandum of Understanding.

Section 11. Water System Operator Certificate Pay. Employees who are assigned to the Utilities Division shall receive additional compensation at the following rates of pay upon attainment of the following California Water Resources Control Board and California Water Environment Association certificate series:

A. Certificate Level I Pay - An employee who obtains and maintains a valid Distribution I, Treatment I or a California Water Environment Association (CWEA) Collection System Maintenance I certificate shall be eligible to receive Certificate Pay at the rate of one hundred and fifteen dollars (\$115.00) per month.

B. Certificate Level II Pay - An employee who obtains and maintains a valid Distribution II, Treatment II, or a California Water Environment Association (CWEA) Collection System Maintenance II certificate shall be eligible to receive Certificate Pay at the rate of two hundred and sixty-five dollars (\$265.00) per month.

C. Certificate Level III Pay - An employee who obtains and maintains a valid Distribution III, Treatment III, or a California Water Environment Association (CWEA) Collection System Maintenance III certificate shall be eligible to receive Certificate Pay at the rate of two hundred and ninety-five dollars (\$295.00) per month.

D. An employee is entitled to receive only one level of Certificate Pay provided under Sections A, B, and C above.

E. An employee who receives Certificate Pay in accordance with sections A-C above who obtains and maintains an additional valid Distribution, Treatment, or CWEA Grade II or higher certificate in a series other than the one compensated in A-C above, shall receive an additional thirty dollars (\$30.00) per month.

F. No additional compensation shall be granted for higher level certificates not included above.

G. An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate will result in the loss of certificate pay as well as additional appropriate personnel action.

Section 12. Hazardous Material/Fire Inspector. Effective July 2, 2007, the pay range for the position is to be adjusted and maintained at a minimum of five and one-half percent (5.5%) above top step of the designated pay range for the position of Fire Engineer (40-Hour). In addition to regular compensation, an employee in the position shall be eligible to receive the following special compensation: Two hundred dollars (\$200.00) each year for uniform purchases and twenty dollars (\$20.00) per month for uniform and accessory maintenance and five and one-half percent (5.5%) above their regular rate of pay for a valid Fire Inspector certification Level I or II.

Section 13. Fire Mechanic Pay (Education Incentive). Effective the pay period that includes August 28, 2001, the Fire Chief has the authority and discretion to designate and/or remove any covered employee who has obtained the Fire Mechanic II certificate from the California Fire Mechanic Academy, or equivalent, as a Fire Mechanic II, up to authorized budget. An employee who is designated Fire Mechanic II shall receive five and one-half percent (5.5%) per pay period as additional compensation above their hourly base rate of pay. In order to maintain

eligibility for Fire Mechanic Pay, employees must satisfactorily complete additional training as may be required by the Fire Chief.

Section 14. Pesticide Applicator's License Pay (Applicator Differential). Effective May 7, 2018, the Public Works Supervisor who is so assigned and qualified shall receive Pesticide Applicator's License Pay of one hundred dollars (\$100.00) per month above his regular rate of pay. This compensation is provided to the Public Works Supervisor who is required to maintain a Qualified Pesticide Applicator's Certificate.

Section 15. Commercial Licensed Driver Pay. Effective May 7, 2018, an employee who possesses and maintains a valid Class A or Class B Commercial Driver's License and operates commercial vehicles in the performance of their official duties will be compensated as follows:

- Class A – Seventy-five dollars (\$75.00) per month
- Class B – Twenty-five dollars (\$25.00) per month

It is the responsibility of the employee to maintain a valid Commercial Driver's License under this provision to qualify for this pay. Should an employee receiving Commercial Driver's License pay no longer maintain a valid qualifying license, they must contact Human Resources immediately to provide notification.

Section 16. Safety Shoe Allowance. Effective May 7, 2018, those employees who are required or may on an occasional basis be required to wear foot protection due to the duties or assignment of his position, shall be reimbursed based on Department Head approval for the purchase of approved safety shoes only up to an annual budget limit of two hundred dollars (\$200.00). Any unused amount in one fiscal year shall not be carried over to the next fiscal year. Such reimbursement shall be made upon presentation by the employee of an itemized receipt describing the safety shoe purchased.

Section 17. Calculating the Value of Special Compensation (Spec Comp). Beginning or earlier than July 1, 2011, the values of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Supervising Librarian Pay (Supervisory Premium); (3) Fire Mechanic Pay (Education Incentive). Any other special compensation items are not included in the compounding calculation.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Librarian who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$ 34.1997	Reportable Earnings @ 80 Hours	\$2,735.98
1. Longevity Pay (8.4020%)	Spec Comp Earnings	\$ 229.88
2. Supervising Librarian Pay (8.25 %) (Supervisory Premium)	Spec Comp Earnings	\$ 244.68

Section 18. Uniforms. Departments have established uniform standards for designated classifications that are required to wear uniforms in the performance of essential job duties. Upon employment, the City shall provide each employee in a classification that is required to wear a uniform (shirt, skirt, jacket, or trouser) and other uniform gear as required by departmental guidelines. Thereafter, uniforms shall be replaced on an as needed basis as determined by each of the departments.

A. The monetary value for the purchase and/or rental and maintenance of uniforms through City-contracted uniform providers is reportable to CalPERS as “special compensation.” This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees’ Pension Reform Act (Government Code Section 7522 et. seq.) the reporting of uniform and maintenance value as “special compensation” for CalPERS members hired on or after January 1, 2013 is prohibited.

B. The parties agree that effective January 1, 2023, the current average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). The amount reportable for the purchase and/or rental and maintenance of uniforms is based on the current average annual cost paid for by the City for each employee, and shall not exceed five hundred dollars (\$500.00). The annual amount shall be reported on a per bi-weekly pay period basis

ARTICLE IV

WORK WEEK

Section 1. Work Week. The regular work week for all employees covered by this Agreement shall be forty (40) hours per week within a designated seven day work period.

A. 9/80 Work Schedule. The work schedule provides eighty (80) hours of scheduled work in a two-week pay period: In one week the employee works four nine-hour days and one eight-hour day; in the other week, the employee works four nine-hour days with one day off. In this work schedule, the eight-hour work day and the day off is the same day of the week which normally is a Friday or a Monday. The work week for Federal Labor Standards Act (FLSA) overtime purposes shall be established as starting four hours into the shift of the eight-hour work day. Management shall maintain the right to schedule employee’s workdays, start and end times, establishing FLSA work weeks, etc.

B. Employees with hardships may request to their department head to stay on the five eight-hour work days per week schedule. If the request is denied, the Association and City agree that the only appeal shall be to the Assistant City Manager. The decision of the Assistant City Manager shall be final with no further appeal.

C. Management shall retain the right to modify the work schedule, including but not limited to, returning to a schedule of five eight-hour work days per week (40 hours per week); provided that the City provides written notice to the Association and employees at least twelve (12) weeks prior to implementing the change.

Section 2. 4/10 Work Schedule.

A. Subject to advance approval by the City Manager, certain classifications in the Police and Fire Departments may be permitted to work a 4/10 work schedule.

1. The 4/10 work schedule consists of four (4) work days of ten (10) hour shifts, excluding a one hour meal period per shift, within a seven (7) day work period for a total of forty (40) hours worked in the designated work week.

Section 3. Voluntary Reduction of Full Time Hours.

A. A department head may grant a request from a full-time employee to reduce their work hours below forty (40) hours in a "work week." Employees may request reductions of up to, but not to exceed sixteen (16) hours in a two-week pay period. This Section shall not apply to employees who request reductions of more than sixteen (16) hours in a two-week pay period.

B. Employees who participate in this voluntary program shall maintain their status of "full time" with all the normal rights and privileges that status holds unless specifically altered by this Section.

C. Employees who are granted a reduction shall have salary reduced in proportion to the reduced hours or shall be paid for the actual hours worked.

D. The City shall continue contributions to medical benefits as outlined in this Memorandum of Understanding.

E. Leave time benefits such as vacation, sick leave, and holidays shall be reduced in proportion to the hours worked.

F. All approved programs shall begin on the first Monday in the month that begins a two-week pay period. Employees approved for this program shall be required to remain on the reduced work schedule for at least two full pay periods. Employees shall only make two requests/changes per fiscal year.

G. Nothing in this Section shall diminish management rights to schedule working hours, starting times, the number of hours worked, nor right to refuse requests, nor other rights as previously reserved.

ARTICLE V

OVERTIME

Section 1. Compensation for Overtime. All approved overtime worked by an employee in excess of forty (40) in the employee's work week shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate of pay. All non-statutory overtime shall be paid at one and one half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime may be compensated in compensatory time off or money. Employees who are assigned to work overtime shall have the right to be paid money, unless the form of compensation has been

discussed in advance. Management may inform employees prior to the performance of the work that only compensatory time is available. In this instance, employees shall have the right to refuse the overtime assignment.

Section 2. No Pyramiding. There shall be no "pyramiding" of overtime, which means that employees shall not be compensated more than once for the same hours under any provision of this Agreement.

Section 3. Discouragement of Overtime. It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interests or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager, except in the event of emergency, overtime is authorized by the department head or his designate.

Section 4. When Absent From Duty. In the event an employee is absent from duty whether for vacation, compensatory time, or sick leave for a period exceeding five (5) work days, overtime during that work cycle will not be paid.

ARTICLE VI

COMPENSATION FOR SPECIAL CALL-BACK DUTY

Section 1. Employees covered by this Agreement who are "called back" to perform work outside of their regular work schedule as Special Call-Back Pay shall be guaranteed three (3) hours of pay or pay at the rate of one and one-half (1.5) the regular rate of pay for actual hours worked, whichever is greater. Special Call Back duty shall be granted following an order by the immediate supervisor for an employee to report back for work in the event of a staffing emergency or other immediate operational need. Special Call-Back duty requires the employee to return to work after completing their regular work shift after he has left City premises and/or the employee's work location. In accordance with FLSA, actual hours worked shall be counted toward the computation of overtime pay. Those periods of overtime which had been scheduled by the immediate supervisor or department head prior to the end of the regular work shift shall not be considered Special Call-Back duty subject to the compensation provisions of this Article.

ARTICLE VII

HOLIDAYS

Section 1. Effective February 10, 2009, employees covered by this Agreement shall be compensated for the employee's regularly scheduled work shift by receiving holiday pay for the following City recognized holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day

6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

When a holiday falls on a weekday that is an employee's regular day off, the employee shall receive eight (8) hours of compensatory time at straight time.

Section 2. When a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day falls on a Saturday, the day before Christmas shall be observed on the previous Thursday. When Christmas Day falls on a Monday, the day before Christmas shall be observed on the previous Friday.

Section 3. When an employee works on a holiday, the employee shall receive holiday pay at eight (8) hours of straight time pay at the regular rate of pay together with pay for each hour worked on the holiday.

Section 4. Should one of the holidays listed above fall during the employee's vacation period, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

ARTICLE VIII

VACATION

Section 1. Accruals. Full-time employees covered by this Agreement shall accrue paid vacation leave on the following scheduled basis:

<u>Year of Service</u>	<u>Hours Per Year</u>	<u>Monthly Accrual</u>
0 – 3	80	6.7 Hrs.
4 – 5	96	8.0 Hrs.
6 – 10	120	10.0 Hrs.
11 – 15	136	11.3 Hrs.
16+	160	13.4 Hrs.

Section 2. Accrual Limits. Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation in an amount equal to two times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, it is intended that employees not be entitled to accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the period of advance authorized vacation. Such vacation shall be approved by the Department Head and paid at the employee's regular hourly rate of pay in effect for the scheduled period of vacation.

Starting with January 2018 vacation accruals, the balance of vacation leave earned must not exceed Maximum Accrual. An employee will not be allowed to accrue vacation that exceeds the Maximum Accrual until the vacation balance falls below the Maximum Accrual.

Section 3. Vacation Approval. The department head shall make every reasonable effort to accommodate an employee's request to take vacation in order to reduce or avoid exceeding the vacation Maximum Accrual. Any vacation taken under this Section shall be on a date mutually agreeable to both the department head and the employee.

Section 4. Vacation Pay-out.

When an employee who has become entitled to receive vacation under this Article separates from City service, either by retirement, permanent layoff, or termination, the employee shall be entitled to be paid for unused earned vacation at the employee's regular hourly rate of pay in effect at the time of separation.

Section 5. Accrual Calculation. Vacation shall be accrued on a monthly basis by dividing twelve (12) into the number of eligible vacation hours per year, as set forth in Section I above, to which the employee is eligible to receive based upon the employee's years of service with the City.

ARTICLE IX

NON-PAID LEAVE OF ABSENCE

Section 1. Leave of Absence. The City Manager may grant a permanent employee a leave of absence for a specific purpose, without pay, for a period not to exceed up to one (1) year. The City Council may grant a permanent employee a leave of absence for a specific purpose, with pay, not to exceed one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of leave shall be considered a voluntary resignation. Except as may be provided by law, no employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay. An employee on approved leave may elect to pay the premiums due in order to maintain health insurance benefits during the term of such leave.

Section 2. Written Notice of Intent to Return. An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

Section 3. Outside Employment While On Leave. An employee who engages in outside employment during said leave of absence shall be subject to termination. Any employee who falsifies a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

ARTICLE X

SICK LEAVE

Section 1. Sick Leave Accruals.

A. Sick leave shall be accrued at the rate of 3.692 hours per biweekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below.

Section 2. Use of Protected Sick Leave.

A. Effective the start of the pay period which includes July 1, 2015, the first three (3) shifts or hours equivalent (e.g. twenty-four [24] hours for employees assigned to a 5/8 work schedule, twenty-seven [27] hours for employees assigned to a 9/80 work schedule, or thirty [30] hours for an employee on a 4/10 work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. This twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

B. Effective January 1, 2016, employees can use up to an additional forty-eight (48) hours of sick leave per year provided by the California Kin Care law.

C. An employee can use sick hours as protected sick leave for any of the following reasons: The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or the employee's family member.

D. For purposes of this section, a family member includes employee's parent, child, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Only the first three (3) shifts or hours equivalent plus forty-eight (48) hours of sick leave in a twelve (12) month period can be used as described above.

E. Employees can use protected sick leave for related purposes if they are victims of domestic violence, sexual assault or stalking.

F. In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor within two (2) hours of the time set for beginning duty, if such notification is physically impractical then such notification shall be waived until a reasonable period has elapsed.

For any such absence in which protected sick leave is utilized, the employee shall submit a written statement with the department head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

G. When an employee is not utilizing protected sick leave, the department head or his designee may require a physician's certificate stating the cause for any subsequent absence

before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

Section 3. Accrued Sick Leave Benefit. The right of an employee to accrued sick leave benefits shall continue only during the period that the employee is on paid status. Accrued sick leave benefits shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the services of the City, except as required by federal or state law.

A. Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

Section 4. Fitness for Duty. Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of his own selection, and at his own expense, in addition to the report submitted by the City's physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

ARTICLE XI

OTHER USES OF SICK LEAVE

Section 1. Sick Leave Conversion on Retirement or Death.

A. Effective November 15, 2008, one hundred percent (100%) of an employee's unused accumulated sick leave shall be deposited into the City Retirement Savings Plan to be used for eligible medical expenses, provided that the maximum number of hours that will be deposited is nineteen hundred (1,900).

B. In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the above benefit. If such employee resigns after receiving official notification of his impending layoff, he shall be eligible for the above benefit.

C. Accrued sick leave shall be valued for the purposes of this Section on the following basis:

1. Sick leave earned prior to June 30, 1974 shall be calculated at the rate prevailing at the end of the fiscal year in which it was earned.
2. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided, however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate of pay

in effect at the time of taking sick leave. For covered employees hired prior to June 30, 1974; and/or retirees with twenty (20) years of City service; or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be converted at the prevailing rate.

Section 2. Sick Leave Conversion to Vacation. Employees who become entitled to accrue sick leave allowance which has not been used, may convert each two (2) hours of accumulated sick leave to one (1) hour of vacation, after having accumulated six hundred and forty (640) hours of sick leave and providing that not more than forty (40) hours of additional vacation may be so converted in any one (1) fiscal year.

Section 3. Bereavement Leave

A. Any employee who has suffered a death of an immediate family member, may be allowed bereavement leave with pay of no more than six (6) work days per incident. which is deducted from the employee's accumulated sick leave. For purposes of this Section, "Immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, domestic partner, child, grandchildren, grandparents and current parent-in-laws.

B. All such claims for bereavement leave are subject to verification by the department head or their designee.

Section 4. Personal Leave. With advance approval of the department head, forty-eight (48) hours per year of an employee's sick leave may be used on personal matters which are of an unforeseen combination of circumstances which call for immediate action and are not otherwise covered under protected sick leave. Such matters shall be considered as those events or occurrences that a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year.

Section 5. Employee Disability Leave Benefit.

A. An employee that has at least one year of continuous service with the City and who has exhausted all accrued leave (vacation, sick leave, compensatory time) due to non-industrial illness or injury can be advanced sick leave time at the rate of seventy-five percent (75%) of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

<u>Years of Service</u>	<u>Total Hours</u>
1 through 5	360
6 through 10	544
Over 10	720

B. An application for disability leave shall be made by the employee to the City Manager or his designee through the department head, accompanied by medical certification from a physician verifying the period of medical disability.

C. After the employee returns to work from disability leave, the employee's sick leave

accrual shall be reduced to four (4) hours per month and placed on a reimbursement schedule with the Payroll Office to reimburse the City the value of the time used for such employee disability leave. The employee may contribute vacation to accelerate employee's reimbursement to the City for providing the benefits under this Article.

D. No employee shall receive more than the "Total" set forth above for his length of service, during his entire employment with the City.

E. Grounds for termination of disability leave by the City Manager or his designee shall include, but not be limited to, the following:

1. The employee has recovered from his illness or injury.
2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
3. The disability leave was procured by fraud, misrepresentation or mistake.
4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

F. In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

ARTICLE XII

OTHER LEAVES

Section 1. Workers' Compensation Injury On Duty (IOD) Leave.

A. When an employee is absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and the employee's regular rate of pay for up to one year. Employees who are covered by this Agreement and are hired after May 13, 1997 and are absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and eighty-five percent (85%) of the employee's regular rate of pay for up to six months (twenty-six weeks). Thereafter, the employee will be paid the amount required by the Workers' Compensation Act.

B. Reclassification of Injured Worker. If in the opinion of the City, an employee has been found to be permanently physically incapable of performing the duties of the currently held position, the City may place the employee into another vacant position of equal level or lower within the Association, provided such placement is approved by the appointing authority. Nothing herein shall be construed to prevent such employee from applying for and competing for positions of a higher class or positions represented by other bargaining units.

Section 2. Military Leave. Military leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

Section 3. Jury Duty. In the event that an employee is called for jury duty and the court does not excuse such jury service the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

Section 4. Pregnancy Disability Leave. The City shall comply with the State pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

Section 5. Family Leave. The City shall comply with all State and Federal family leave entitlement laws. Administrative Regulation No. 430 is incorporated by reference herein.

Section 6. "Child-Related Activities" Leave.

A. Effective January 1, 2016, an employee is eligible for up to up to forty (40) hours per year (up to eight [8] hours per month) of authorized time off from scheduled work for "child-related activities" if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. "Child-Related Activities" includes finding, enrolling, or reenrolling a child in school or with a licensed child care provider. Such leave also includes leave to address a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. Under this Section, "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

B. Except in the case of the need to address a child care provider or school emergency, the use of such leave can be limited to eight (8) hours per month. An employee can be required to use any earned compensatory time or vacation hours for any such absences related to child-related activities.

Section 7. Consultation of Human Resources. To ensure the appropriate application of all compatible statutorily provided protected leave, it is advised that the employee, department head, or immediate supervisor consult with the Human Resources Director or designee in advance on the use of protected leave.

ARTICLE XIII

FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Agreement.

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

Section 3. Changes. If, during the term of this Agreement, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or health plan administrator or method of funding the coverage.

ARTICLE XIV

HEALTH, DENTAL AND OTHER COVERAGE

Section 1. Medical Insurance. Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City and the Association agreed that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings.

The City and the Association agreed that any necessary and legal modifications to the retiree medical benefits provisions in this Memorandum of Understanding would be made for compliance with the CalPERS PEMCHA program and to maintain the benefit set forth in Article XV, Section 6, without an increase to the City's minimum mandated contributions for retirees. Such provisions are updated to include:

A. CalPERS PEMHCA Program. Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.

B. City Contribution Amount. Effective January 1, 2022 and continuing through the term of this agreement, the City's monthly contribution amount will be 100% of the premium rate for medical insurance for employees plus their qualified dependent(s) up to the premium rates for the Los Angeles region Kaiser HMO medical plan offered by CalPERS.

If an employee enrolls in a plan with higher premiums than the City's contribution, he/she will be responsible for the payment of the premium amount in excess of the City's contribution.

1. PEMHCA Employer Mandated Contributions. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.

The City is mandated under PEMHCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution began at \$1.00 per month. The City's mandated contribution for each annuitant shall be

increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees shall be limited to the minimum contribution required by law.

C. IRS Section 125 Benefit (Cafeteria) Plan. The City shall continue to provide payment of benefit premiums for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a core benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

1. For the term of this Agreement, the City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:

Employee only ("EE")
Employee +1 Dependent ("EE +1")
Employee +2 or more dependents ("EE +2")

The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.

2. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

D. Employee Waiver of Medical Coverage.

The City agrees to permit an employee to waive City-sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the current plan year;
2. The employee must sign a statement acknowledging a waiver of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next announced Open Enrollment period or as otherwise required by law under COBRA provisions.

The City agrees that the employee who is qualified to waive coverage shall receive three hundred dollars (\$300.00) per month if waiver eligibility is for "employee only" coverage, four hundred fifty dollars (\$450.00) per month if waiver eligibility is for "employee plus one" coverage, or six hundred fifty dollars (\$650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage. The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced open enrollment period for medical insurance changes effective January 1st.

Section 2. Dental Insurance.

A. HMO Dental Coverage. For the term of this Agreement, the City shall contribute thirty-one dollars and ninety-five cents (\$31.95) per month towards a HMO dental benefit plan for employee and his/her qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

B. Delta Dental Premier Plan. This plan is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year's claims experience, administrative fees, and an industry trending projection. For the term of this Agreement, the City agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards monthly premium coverage. The City agrees to evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs as a result of changing to a three-tier rate structure ("Employee only," "Employee plus one dependent," and "Employee plus two or more dependents").

Section 3. Life Insurance. Each employee covered by this Agreement shall be provided with a fifty thousand dollar (\$50,000.00) group term life insurance benefit and Accidental Death and Dismemberment (AD&D) benefit without evidence of insurability other than evidence of full-time employment with the City. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

Section 4. Long Term Disability Insurance. Effective January 1, 1990, each employee covered by this Agreement shall be provided long term disability insurance. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

Section 5. Employee Assistance Program (EAP). The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week.

ARTICLE XV

RETIREMENT

Section 1. CalPERS Retirement Plan. Employees covered by this Agreement participate in the California Public Employees Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and the California Public Employees' Retirement System and are incorporated into this Memorandum of Understanding.

Section 2. First Tier Retirement Formula. Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth

in California Government Code Section 21354.5.

A. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

B. Effective the start of the pay period that includes April 1, 2023, employees in the first tier shall have deducted a total of six percent (6%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

C. Effective the start of the pay period that includes April 1, 2024, employees in the first tier shall have deducted a total of seven percent (7%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

D. Effective the start of the pay period that includes April 1, 2025, employees in the first tier shall have deducted a total of eight percent (8%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

E. Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.

F. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

G. First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).

Section 3. Second Tier Retirement Formula. Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

A. Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.

B. This City has passed a Resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

C. Second tier benefits are available only to "classic" members (i.e. those members that do not meet the statutorily definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

Section 4. Third Tier (“PEPRA” Tier) Retirement Formula. Employees who meet the definition of “new member” set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

- A. Retirement formula of 2% @ 62 (Government Code Section 7522.25):
- B. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2022-23).
- C. There shall be no Employer Paid Member Contribution (“EPMC”) by the City;
- D. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and
- E. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

Section 5. Survivor/Death Benefits. Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor’s Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan.

A. Based on eligibility at retirement, the City will contribute \$98.00 per month towards a retiree’s RHS account. This contribution is inclusive of the Public Employees’ Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. Government Code § 22892(c).

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the City’s previous retiree medical contribution is revised to a City contribution towards RHS Plan to avoid an increase cost to the City’s mandated contribution for retirees.

B. Eligibility Requirements. Subject to meeting eligibility criteria below, the maximum ninety-eight dollars (\$98.00) per month shall be deposited on a quarterly basis to the retiree’s RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in a CalPERS health plan, pursuant to CalPERS rules and regulations, and receive the monthly City contribution towards RHS Plan specified in A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service connected disability retirement; and
2. At the time of retirement the employee is employed by the City; and
3. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees’ Retirement System.

C. The City's obligation to deposit up to a maximum of ninety-eight dollars (\$98.00) per month toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.
2. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.
3. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

D. It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total compensation in survey comparisons.

E. An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled per Section A above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

In addition to the conditions specified above, the City's deposit to a retirees RHS account shall cease upon the occurrence of any of the following:

1. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.
2. The death of the retiree.

ARTICLE XVI

TUITION REIMBURSEMENT

Section 1. Reimbursement Rates. With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

ARTICLE XVII

PROBATIONARY PERIOD

Section 1. Appointment. An original or promotional appointment will be tentative and subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time because of unsatisfactory performance. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his performance.

Section 2. Status of Probation. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the personnel officer a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. If the services of the employee are deemed to be unsatisfactory and his employment is to be terminated at or before the expiration of the probationary period, the appointing authority shall file with the Personnel Officer, a statement in writing setting forth this action to be taken.

Section 3. End of Probation. All probationary periods shall extend to the first day of the month following the period of probation.

Section 4. Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted unless charges are filed and he is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service. If there are no vacancies in the position from which he was promoted, the provisions of ARTICLE XVIII shall apply.

ARTICLE XVIII

SENIORITY

Section 1. Definition. Employee seniority is the length of continuous service of the employee with the City from his most recent date of hire or rehire.

A. No employee shall acquire any seniority until he has completed his probationary period.

B. When an employee has completed his probationary period, his seniority shall date from date of hire.

Section 2. Layoffs.

A. Whenever, in the judgment of the City Council, it becomes necessary to layoff employees, the City may abolish any position covered by this Agreement. Any employee holding an abolished position will be subject to layoff and have no right to demand that written charges or reasons therefore be filed, and shall have no right of appeal or hearing.

B. Seniority shall be observed in affecting layoffs in personnel. The least senior employee in a classification subject to layoff will be laid off first.

C. An employee subject to layoff may exercise his seniority (1) within a job family laterally; (2) within a job family to a lower classification; or, (3) to a classification previously held by the employee, provided that the employee meets the current qualifications and requirements of the position in which he/she seeks to exercise seniority, and provided further that any such exercise in seniority shall be subject to a thirty (30) day trial period. An employee subject to layoff because of such exercise of seniority, may, in turn, similarly exercise his/her seniority subject to the same limitations. If an employee does not successfully complete the thirty (30) day trial period, he/she will be laid off, provided that the employee may grieve such a layoff and be entitled to Skelly rights.

D. For purpose of this section, job families are established in Exhibit B attached to this Agreement.

Section 3. Loss of Seniority Rights. A separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose his seniority rights.

Section 4. Re-Employment List. Names of employees laid off shall be placed on a re-employment list in order of their seniority and shall remain on such list for a period of two years. During this time, the City will use this list to rehire employees in order of seniority, provided that the employee held the classification being filled or held a classification in the same job family.

Section 5. Layoff Notice and Severance Pay. In the event the City decides to contract for work provided by an employee covered by this Agreement, the City will provide at least one month's notice to the affected employee prior to the effective date of the layoff. An employee laid off because the City contracts with a private company to perform his duties will receive a severance payment upon termination equal to three (3) months of the employee's current salary amount.

ARTICLE XIX

CITY RIGHTS

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

- A.** To manage the City generally and to determine the issues of policy.
- B.** To determine the existence or non-existence of facts that are the basis of the Management decision.
- C.** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D.** To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E.** Methods of financing.
- F.** Types of equipment or technology to be used.
- G.** To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H.** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I.** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J.** To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K.** To establish and modify productivity and performance programs and standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- L.** To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- M.** To determine job classifications and to reclassify employees.
- N.** To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.
- O.** To determine policies, procedures and standards for selection, training and promotion of employees.

P. To maintain order and efficiency in its facilities and operations.

Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding.

R. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Section 2. Except in emergencies, as defined in Article XXVII, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Agreement or in the Personnel or departmental rules and regulations and salary resolutions. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished. The City shall not exercise the foregoing rights in an arbitrary or capricious or invidiously or discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

ARTICLE XX

EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

Section 1. New Employee Orientation. In accordance with AB 119, the City shall notify the Board when a new employee is hired into the bargaining unit. The Board will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also upon request provide the Board lists of employees in the bargaining unit. The City shall also provide reasonable paid release time for one Board member to meet with a new employee for the purpose of discussing membership in the Association.

Section 2. Dues Deductions. The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

Section 3. Release Time for Meet and Confer. The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

Section 4. Maintenance of Membership. Unless prohibited by law, any employee in the Association who has authorized Association dues deductions on April 24, 2018 (the effective date of this Memorandum of Understanding) or at any time subsequent to the effective date of this Memorandum of Understanding, shall continue to have such dues deductions made by the City during the term of this Memorandum of Understanding; provided however, that any

employee in the Association may terminate such dues during the period of October 1 through October 10 of each year of the Memorandum of Understanding by notifying the Association in writing of his election to terminate dues deduction. Such notification shall be delivered in person or by U. S. Mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Office with the appropriate documentation to process dues cancelations within ten (10) business days after the close of the withdrawal period.

Section 5. Indemnification. In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

ARTICLE XXI

NO STRIKE - NO LOCKOUT

A. PROHIBITED CONDUCT

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

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

Section 3. Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

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

B. ASSOCIATION RESPONSIBILITY

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

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

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. Grievance. Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Agreement, Personnel Rules, or Departmental Rules and Regulations, or suspensions of one day or more, demotions, or terminations from employment.

Section 2. Conduct of the Grievance Procedure. An employee may request the assistance of another person of his own choosing in preparing and presenting his grievance at any level of review, or may be represented by a recognized employee organization or may represent himself. The employee shall not suffer any reprisal from management for utilizing the grievance procedure set forth herein. Any pending disciplinary action shall not affect the grievance procedure nor suspend the operation thereof.

A. Any retroactivity on monetary grievances shall be limited to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

B. All time limits specified may be extended to a definite date by mutual agreement of the employee or his Association representative, and the decision making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

Section 3. Grievance Procedure Steps. The grievance procedure shall provide for the following steps; except for grievances that are a result of disciplinary action which shall begin at Step Four.

Step One. Informal Procedure. An employee must attempt first to resolve a grievance through discussion with his immediate supervisor within ten (10) working days from the date of the alleged incident or action giving rise to the grievance on an informal basis. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall have the right and obligation to discuss it with his supervisor's immediate supervisor, if any, and his department head, if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the department head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than thirty (30) days elapse from the date of the alleged incident or action giving rise to the grievance, and the filing of a written grievance in Step Two, or the grievance shall be barred and waived.

Step Two. Department Head Response. If the non-disciplinary grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within thirty (30) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his department head. Failure of the employee to take this action will constitute termination of the grievance. The department head shall further review and

discuss the grievance with the employee and shall render its decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

Step Three. Management Representative. If the grievance is not resolved in Step Two, or if no answer has been received within time limits established in Step Two, the employee may within ten (10) working days, present the grievance in writing to the designated management representative for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the designated management representative shall attempt to resolve the grievance. If the employee is being represented by a recognized employee organization, the designated management representative shall convene a joint meeting of the recognized employee organization and himself, within five (5) working days, in an attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, management shall advise the employee and/or employee organization, in writing, within ten (10) working days as to its position on the grievance.

Step Four. Grievance Hearing. If the grievance is not resolved in Step Three, the employee may, within ten (10) working days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. However, the only grievances which may be submitted for review are matters which have resulted in a suspension without pay, reduction in pay, demotion, termination, or otherwise have monetary value to the employee. Failure of the employee to take this action will constitute termination of the grievance. With the approval of the Personnel Advisory Board, the Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven, the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer. The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

Step Five. City Manager's Decision. Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

ARTICLE XXIII

MISCELLANEOUS

Section 1. Substance Abuse Policy. The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug

or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers which are undertaken in accordance with the direction of the Police Department.

B. When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA) (refer to City of Downey Controlled Substance and Alcohol Misuse Policy and Procedures Manual).

C. Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in substance screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

D. The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be by a certified system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

E. Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

F. While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

G. Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

Section 2. Department of Transportation (DOT) Controlled Substance and Alcohol Testing Program.

1. Administration. In accordance with City of Downey Resolution No. 5934, policy and procedures for compliance with the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382) shall remain in effect for those employees who are required to possess and maintain a commercial driver's license as a condition of employment for the performance of safety sensitive duties. As applicable, the City's policy and procedures will be amended to comply with changes in law.
2. Unless otherwise designated, the Human Resources Director is the Designated Employer Representative (DER) and shall be responsible for overseeing compliance and implementation of this City's DOT Controlled Substance and Alcohol Testing Program.
3. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be

subject to disciplinary action, up to and including termination from employment.

4. As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be approved by the department head based on the availability of meaningful work to meet operational need.
5. An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.
6. The cost of a split specimen under a random test shall be paid by the City or reimbursed to the employee on a negative result only. The cost of a controlled substance and/or alcohol test under follow-up testing is the responsibility of the employee.

Section 3. Labor-Management Committee. Representatives of the Association and management shall meet on a quarterly basis for purposes of improving communication and resolving labor relations matters. Agendas shall be agreed upon in advance, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; but discussion does not constitute waiver of access to the grievance process. Chairmanship of the committee shall be alternated among the parties.

Section 4. Transfer Rights. The City agrees that if an employee's current supervisor or department head does not approve an employee's transfer to another department who has offered that employee a position, the employee may appeal the decision to the Human Resources Director.

Section 5. Rest Periods/Breaks. The City Manager hereby authorizes department heads to permit their employees to take brief rest periods during any working day at such times and of such duration as will result in an increase in their work output and thus promote efficiency. Rest periods shall not exceed fifteen minutes per break and nor shall exceed two breaks per workday. No such rest period shall be taken during the first or last hour of any employee's working period. The taking of rest periods is hereby declared to be a matter of privilege and not of right. Supervisors shall have the right to schedule rest periods to maximize the efficiency of their operations. Any rest period not taken at the time permitted shall be deemed waived and shall not be accumulated or carried over from one work period to any subsequent work period, or compensated in any form.

ARTICLE XXIV

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and Memoranda of Understanding, or memoranda of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which

may be asserted hereunder. This Agreement is not intended to conflict with federal or state law.

Section 2. Notwithstanding the provisions of Section 1 in this Article, there exists within the City of Downey, certain personnel resolutions, ordinances and departmental rules and regulations. To the extent that this Agreement does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules and regulations; such personnel resolutions, ordinances and departmental rules and regulations are specifically incorporated herein.

ARTICLE XXV

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may:

1. By mutual agreement, in writing, agree to meet and confer about any matter during the term of this Agreement.
2. Meet and confer in accordance with Article XVI, Section 2.

ARTICLE XXVI

RE-OPENER

Section 1. The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

Survey

Section 1. The parties agree that in 2026 prior to the expiration of this agreement the City shall complete a compensation survey utilizing the City's established survey agencies. The Association shall have the ability to select up to five (5) additional classifications in addition to the benchmark classifications identified by the City.

ARTICLE XXVII

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire,

flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and Policies.

ARTICLE XXVIII

SEPARABILITY

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

ARTICLE XXIX

TERM OF THIS MEMORANDUM OF UNDERSTANDING

The term of this Agreement shall commence on April 1, 2023 and shall continue in full force and effect until March 31, 2026.

ARTICLE XXX

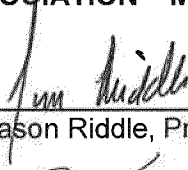
RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 8th day of December, 2022.

CITY OF DOWNEY

By: 
James McQueen, Human Resources Director

DOWNEY CITY EMPLOYEES'
ASSOCIATION – MISCELLANEOUS UNIT

By: 
Jason Riddle, President

By: 
Kathleen J. van Raay, Vice President

By: 
Karla Rodriguez, Secretary

By: 
Tina Ybarra-Galvez, Treasurer

APPROVED AS TO FORM:

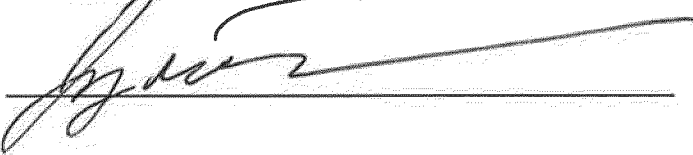


EXHIBIT A

**CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES
ASSOCIATION - MISCELLANEOUS UNIT**

Accountant	KDB/Recycling & Waste Coordinator
Administrative Aide	Librarian
Administrative Assistant	Library Administrator
Administrative Clerk I	Library Assistant
Administrative Clerk II	Neighborhood Watch/Social Media Coordinator
Ambulance Operator Coordinator	Plan Checker/Inspector
Assistant Civil Engineer I	Police Records Supervisor
Assistant Civil Engineer I - Utilities	Principal Building Inspector
Assistant Civil Engineer II	Principal Planner
Assistant Civil Engineer II - Utilities	Program Coordinator
Assistant Planner	Program Supervisor
Assistant Planner II	Public Works Supervisor II
Assistant Superintendent of Facilities & Maintenance	Purchasing Coordinator
Assistant Superintendent of Utilities System	Recreation Coordinator
Associate Civil Engineer	Recreation Supervisor
Associate Planner	Secretary
Associate Utility Engineer	Senior Account Clerk
Building Inspector	Senior Building Inspector
Building Permit Technician	Senior Code Enforcement Officer
Center Supervisor	Senior Librarian
Code Enforcement Supervisor	Senior Library Assistant
Executive Secretary	Senior Planner
Fire Communications Center Supervisor	Social Media Coordinator
Fire Mechanic	Supervising Library Assistant
Fire Prevention Technician	Transit Coordinator
GIS Technician	Utilities Inspector
Hazardous Materials/Fire Inspector	Water Systems Supervisor II
Junior Accountant	Water Quality & Environmental Specialist

EXHIBIT A

CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES ASSOCIATION - MISCELLANEOUS UNIT

Historical

Account Clerk I	Plan Check Engineer
Account Clerk II	Plan Checker
Accounting Coordinator	Planning Technician
Assistant Civil Engineer	Programmer
Automation Circulation Systems Operator	Programmer/Analyst II
Budget Analyst	Project Assistant
Civil Engineer	Public Works Supervisor I
Computer Operator I	Public Works Technician
Computer Operator II	Real Estate Officer
Computer Operator III	Reprographics Specialist
Construction Inspector	Residential Rehabilitation Supervisor I
Data Entry Operator	Residential Rehabilitation Supervisor II
Engineering Aide	Revenue Supervisor
Equipment Maintenance Supervisor	Secretary to the City Clerk/City Attorney
Fire Education Specialist	Senior Accountant
Fire Network Administrator	Senior Building Permit Technician
Housing Planner	Senior Engineering Aide
Housing Specialist I	Senior Library Associate
Housing Specialist II	Senior Programmer/Analyst
Human Resources Technician	Special Program Coordinator
Integrated Waste Coordinator	Special Projects Coordinator
Junior Engineering Aide	Supervising Accountant
Junior Civil Engineer	Technical Coordinator/Theater
Library Associate	Theater Supervisor
Network Administrator	Water Construction Specialist
PABX Operator/Receptionist	Water Systems Technical Supervisor II
Parking Permit Inspector	Water Quality Contract Administrator
Personnel Analyst	

EXHIBIT B

JOB FAMILIES

1. Account Clerk I/Admin Clerk I
Account Clerk II/Admin Clerk II
Senior Account Clerk
Junior Accountant
Purchasing Coordinator
Revenue Supervisor
Accountant
Senior Accountant
Supervising Accountant
2. Junior Engineering Aide
Engineering Aide
Senior Engineering Aide
Junior Civil Engineer
Assistant Civil Engineer I/II
Associate Civil Engineer
Civil Engineer
3. Library Assistant
Senior Library Assistant
Automation Circulation Systems Operator
Library Associate
Senior Library Associate
Librarian
Senior Librarian
Library Administrator
4. Planning Technician
Assistant Planner
Assistant Planner II
Associate Planner
Senior Planner
Principal Planner
5. Building Inspector
Plan Checker
Senior Building Inspector
Plan Checker/ Inspector
Plan Check Engineer
Principal Building Inspector
6. Data Entry Operator
Computer Operator I
Computer Operator II
Computer Operator III
Programmer
Programmer/Analyst II

Senior Programmer Analyst
Network Administrator

7. Administrative Clerk I
Administrative Clerk II
Secretary
Executive Secretary
Secretary to the City Clerk/City Attorney
Administrative Aide
8. Public Works Supervisor I
Public Works Supervisor II
Assistant Superintendent of Facilities & Maintenance
9. Water Construction Specialist
Water Quality Contract Administrator
Water Quality & Environmental Specialist
Water Systems Supervisor II
Water Systems Technical Supervisor II
Assistant Superintendent of Utilities
10. Building Permit Technician
Senior Building Permit Technician
11. Recreation Coordinator
Recreation Supervisor
12. Housing Specialist I
Housing Specialist II
Housing Planner
13. Program Coordinator
Program Supervisor
Neighborhood Watch Coordinator
14. Center Supervisor
Special Program Coordinator
15. Residential Rehabilitation Supervisor I
Residential Rehabilitation Supervisor II
16. Assistant Civil Engineer I/II - Utilities
Associate Utility Engineer

EXHIBIT B

JOB FAMILIES

The Following Classifications Have No Job Family:

Administrative Assistant
Budget Analyst
Code Enforcement Supervisor
Construction Inspector
Equipment Maintenance Supervisor
Fire Communications Center Supervisor
Fire Education Specialist
Fire Mechanic
Fire Network Administrator
Fire Prevention Technician
GIS Technician
Hazardous Material/Fire Inspector
Human Resources Technician
Integrated Waste Coordinator
KDB/Recycling & Waste Coordinator
Neighborhood Watch/Social Media Coordinator
PABX Operator/Receptionist
Parking Permit Inspector
Personnel Analyst
Police Records Supervisor
Project Assistant
Public Works Technician
Real Estate Officer
Reprographics Specialist
Senior Code Enforcement Officer
Special Projects Coordinator
Social Media Coordinator
Technical Coordinator/Theater
Theatre Supervisor
Transit Coordinator
Utilities Inspector

EXHIBIT C

Effective March 20, 2023					
Position Title	A	B	C	D	E
Accountant	26.0396	27.4719	28.9828	30.5768	32.2584
Administrative Aide	32.0236	33.7848	35.6430	37.6035	39.6714
Administrative Assistant	25.5343	26.9389	28.4203	29.9833	31.6329
Administrative Clerk I	18.0363	19.0285	20.0751	21.1789	22.3435
Administrative Clerk II	20.8472	21.9934	23.2028	24.4797	25.8252
Ambulance Operator Coordinator	32.2483	34.0219	35.8933	37.8673	39.9182
Assistant Civil Engineer I	35.8857	37.8589	39.9416	42.1383	44.4562
Assistant Civil Engineer I - Utilities	35.8857	37.8589	39.9416	42.1383	44.4562
Assistant Civil Engineer II	38.3620	40.4720	42.6977	45.0463	47.5238
Assistant Civil Engineer II - Utilities	38.3620	40.4720	42.6977	45.0463	47.5238
Assistant Planner	30.8901	32.5890	34.3812	36.2724	38.2671
Assistant Planner II	33.0285	34.8450	36.7616	38.7833	40.9166
Assistant Superintendent of Facilities & Maintenance	39.3570	41.5216	43.8051	46.2145	48.7560
Assistant Superintendent of Utilities	39.3570	41.5216	43.8051	46.2145	48.7560
Associate Civil Engineer	41.0274	43.2841	45.6646	48.1761	50.8258
Associate Civil Engineer - Utilities	41.0274	43.2841	45.6646	48.1761	50.8258
Associate Planner	36.2854	38.2811	40.3867	42.6078	44.9502
Building Inspector	30.3135	31.9809	33.7401	35.5959	37.5536
Building Permit Technician	22.3818	23.6129	24.9121	26.2822	27.7275
Center Supervisor	34.1459	36.0239	38.0048	40.0954	42.3002
Code Enforcement Supervisor	36.9282	38.9592	41.1022	43.3623	45.7475
Executive Secretary	24.2032	25.5343	26.9389	28.4203	29.9833
Fire Communications Center Supervisor	39.0235	41.1698	43.4343	45.8226	48.3433
Fire Mechanic	31.4487	33.1784	35.0025	36.9282	38.9592
Fire Prevention Technician	22.3818	23.6129	24.9121	26.2822	27.7275
GIS Technician	28.0469	29.5895	31.2170	32.9339	34.7452
Hazardous Materials/Fire Inspector*	46.0403	48.5727	51.2442	54.0626	57.0360
Junior Accountant	21.0552	22.2136	23.4348	24.7240	26.0838
KDB Recycle & Waste Coordinator	28.1227	29.6694	31.3014	33.0229	34.8393
Librarian	32.0153	33.7759	35.6339	37.5933	39.6546
Library Administrator	42.4891	44.8261	47.2914	49.8925	52.6365
Library Assistant	20.0691	21.1729	22.3377	23.5663	24.8626
Neighborhood Watch/Social Media Coordinator	23.0298	24.2964	25.6327	27.0426	28.5297
Plan Checker/Inspector	35.6072	37.5654	39.6319	41.8107	44.1115
Police Records Supervisor	32.2483	34.0219	35.8933	37.8673	39.9182
Principal Building Inspector	42.7390	45.0896	47.5696	50.1858	52.9342
Principal Planner	43.7557	46.1624	48.7013	51.3799	54.2077
Program Coordinator	22.1591	23.3779	24.6637	26.0205	27.4511
Program Supervisor	36.9282	38.9592	41.1022	43.3623	45.7475
Public Works Supervisor II	34.3883	36.2801	38.2751	40.3808	42.6016
Purchasing Coordinator	23.1604	24.4341	25.7780	27.1958	28.6915
Recreation Supervisor	34.0907	35.9656	37.9443	40.0300	42.2329
Secretary	20.6118	21.7452	22.9417	24.2032	25.5343
Senior Account Clerk	24.2625	25.5970	27.0050	28.4897	30.0569
Senior Building Inspector	35.6072	37.5654	39.6319	41.8107	44.1115
Senior Code Enforcement Officer	32.3657	34.1459	36.0239	38.0048	40.0952
Senior Librarian	37.5910	39.6584	41.8398	44.1410	46.5686
Senior Library Assistant	21.7551	22.9513	24.2144	25.5454	26.9511
Senior Planner	40.3848	42.6061	44.9493	47.4214	50.0234
Social Media Coordinator	23.0298	24.2964	25.6327	27.0426	28.5297
Supervising Library Assistant	28.0883	29.6330	31.2629	32.9825	34.7961
Utilities Inspector	30.3135	31.9809	33.7401	35.5959	37.5536
Water Systems Supervisor II	34.3883	36.2801	38.2751	40.3808	42.6016
Water Quality & Environmental Specialist	34.3883	36.2801	38.2751	40.3808	42.6016

*Effective the start of the pay period that includes January 1, 2023, December 26, 2022; in accordance with Article III, Section 12.

EXHIBIT C

Effective April 1, 2024					
Position Title	A	B	C	D	E
Accountant	27.0812	28.5708	30.1421	31.7999	33.5487
Administrative Aide	33.3045	35.1362	37.0687	39.1076	41.2583
Administrative Assistant	26.5557	28.0165	29.5571	31.1826	32.8982
Administrative Clerk I	18.7578	19.7896	20.8781	22.0261	23.2372
Administrative Clerk II	21.6811	22.8731	24.1309	25.4589	26.8582
Ambulance Operator Coordinator	33.5382	35.3828	37.3290	39.3820	41.5149
Assistant Civil Engineer I	37.3211	39.3733	41.5393	43.8238	46.2345
Assistant Civil Engineer I - Utilities	37.3211	39.3733	41.5393	43.8238	46.2345
Assistant Civil Engineer II	39.8965	42.0909	44.4056	46.8482	49.4248
Assistant Civil Engineer II - Utilities	39.8965	42.0909	44.4056	46.8482	49.4248
Assistant Planner	32.1257	33.8926	35.7565	37.7233	39.7978
Assistant Planner II	34.3496	36.2388	38.2321	40.3346	42.5533
Assistant Superintendent of Facilities & Maintenance	40.9313	43.1825	45.5573	48.0631	50.7062
Assistant Superintendent of Utilities	40.9313	43.1825	45.5573	48.0631	50.7062
Associate Civil Engineer	42.6685	45.0155	47.4912	50.1031	52.8588
Associate Civil Engineer - Utilities	42.6685	45.0155	47.4912	50.1031	52.8588
Associate Planner	37.7368	39.8123	42.0022	44.3121	46.7482
Building Inspector	31.5260	33.2601	35.0897	37.0197	39.0557
Building Permit Technician	23.2771	24.5574	25.9086	27.3335	28.8366
Center Supervisor	35.5117	37.4649	39.5250	41.6992	43.9922
Code Enforcement Supervisor	38.4053	40.5176	42.7463	45.0968	47.5774
Executive Secretary	25.1713	26.5557	28.0165	29.5571	31.1826
Fire Communications Center Supervisor	40.5844	42.8166	45.1717	47.6555	50.2770
Fire Mechanic	32.7067	34.5055	36.4026	38.4053	40.5176
Fire Prevention Technician	23.2771	24.5574	25.9086	27.3335	28.8366
GIS Technician	29.1688	30.7731	32.4657	34.2513	36.1350
Hazardous Materials/Fire Inspector **	47.8819	50.5156	53.2940	56.2251	59.3174
Junior Accountant	21.8974	23.1021	24.3722	25.7130	27.1272
KDB Recycle & Waste Coordinator	29.2476	30.8562	32.5535	34.3438	36.2329
Librarian	33.2959	35.1269	37.0593	39.0970	41.2408
Library Administrator	44.1887	46.6191	49.1831	51.8882	54.7420
Library Assistant	20.8719	22.0198	23.2312	24.5090	25.8571
Neighborhood Watch/Social Media Coordinator	23.9510	25.2683	26.6580	28.1243	29.6709
Plan Checker/Inspector	37.0315	39.0680	41.2172	43.4831	45.8760
Police Records Supervisor	33.5382	35.3828	37.3290	39.3820	41.5149
Principal Building Inspector	44.4486	46.8932	49.4724	52.1932	55.0516
Principal Planner	45.5059	48.0089	50.6494	53.4351	56.3760
Program Coordinator	23.0455	24.3130	25.6503	27.0613	28.5491
Program Supervisor	38.4053	40.5176	42.7463	45.0968	47.5774
Public Works Supervisor II	35.7638	37.7313	39.8061	41.9960	44.3057
Purchasing Coordinator	24.0868	25.4115	26.8091	28.2836	29.8392
Recreation Supervisor	35.4543	37.4042	39.4621	41.6312	43.9222
Secretary	21.4363	22.6150	23.8594	25.1713	26.5557
Senior Account Clerk	25.2330	26.6209	28.0852	29.6293	31.2592
Senior Building Inspector	37.0315	39.0680	41.2172	43.4831	45.8760
Senior Code Enforcement Officer	33.6603	35.5117	37.4649	39.5250	41.6990
Senior Librarian	39.0946	41.2447	43.5134	45.9066	48.4313
Senior Library Assistant	22.6353	23.8694	25.1830	26.5672	28.0291
Senior Planner	42.0002	44.3103	46.7473	49.3183	52.0243
Social Media Coordinator	23.9510	25.2683	26.6580	28.1243	29.6709
Supervising Library Assistant	29.2118	30.8183	32.5134	34.3018	36.1879
Utilities Inspector	31.5260	33.2601	35.0897	37.0197	39.0557
Water Systems Supervisor II	35.7638	37.7313	39.8061	41.9960	44.3057
Water Quality & Environmental Specialist	35.7638	37.7313	39.8061	41.9960	44.3057

**Effective the start of the pay period that includes January 1, 2024, December 25, 2023; in accordance with Article III, Section 12.

EXHIBIT C

Effective March 31, 2025					
Position Title	A	B	C	D	E
Accountant	28.1645	29.7136	31.3478	33.0719	34.8907
Administrative Aide	34.6367	36.5417	38.5515	40.6719	42.9086
Administrative Assistant	27.6179	29.1372	30.7394	32.4299	34.2141
Administrative Clerk I	19.5081	20.5812	21.7132	22.9071	24.1667
Administrative Clerk II	22.5483	23.7880	25.0961	26.4773	27.9325
Ambulance Operator Coordinator	34.8797	36.7981	38.8222	40.9573	43.1755
Assistant Civil Engineer I	38.8139	40.9482	43.2009	45.5768	48.0839
Assistant Civil Engineer I - Utilities	38.8139	40.9482	43.2009	45.5768	48.0839
Assistant Civil Engineer II	41.4924	43.7745	46.1818	48.7221	51.4018
Assistant Civil Engineer II - Utilities	41.4924	43.7745	46.1818	48.7221	51.4018
Assistant Planner	33.4107	35.2483	37.1868	39.2322	41.3897
Assistant Planner II	35.7236	37.6884	39.7614	41.9480	44.2554
Assistant Superintendent of Facilities & Maintenance	42.5686	44.9098	47.3796	49.9856	52.7345
Assistant Superintendent of Utilities	42.5686	44.9098	47.3796	49.9856	52.7345
Associate Civil Engineer	44.3752	46.8161	49.3909	52.1072	54.9732
Associate Civil Engineer - Utilities	44.3752	46.8161	49.3909	52.1072	54.9732
Associate Planner	39.2463	41.4048	43.6823	46.0846	48.6181
Building Inspector	32.7870	34.5905	36.4933	38.5005	40.6179
Building Permit Technician	24.2082	25.5397	26.9449	28.4268	29.9901
Center Supervisor	36.9322	38.9635	41.1060	43.3672	45.7519
Code Enforcement Supervisor	39.9415	42.1383	44.4562	46.9007	49.4805
Executive Secretary	26.1782	27.6179	29.1372	30.7394	32.4299
Fire Communications Center Supervisor	42.2078	44.5293	46.9786	49.5617	52.2881
Fire Mechanic	34.0150	35.8857	37.8587	39.9415	42.1383
Fire Prevention Technician	24.2082	25.5397	26.9449	28.4268	29.9901
GIS Technician	30.3356	32.0040	33.7643	35.6214	37.5804
Hazardous Materials/Fire Inspector***	49.7972	52.5362	55.4258	58.4741	61.6901
Junior Accountant	22.7733	24.0262	25.3471	26.7415	28.2123
KDB Recycle & Waste Coordinator	30.4175	32.0905	33.8556	35.7176	37.6822
Librarian	34.6277	36.5320	38.5417	40.6609	42.8904
Library Administrator	45.9563	48.4839	51.1504	53.9637	56.9317
Library Assistant	21.7068	22.9006	24.1605	25.4894	26.8914
Neighborhood Watch/Social Media Coordinator	24.9090	26.2790	27.7243	29.2493	30.8577
Plan Checker/Inspector	38.5128	40.6307	42.8659	45.2224	47.7110
Police Records Supervisor	34.8797	36.7981	38.8222	40.9573	43.1755
Principal Building Inspector	46.2265	48.7689	51.4513	54.2809	57.2537
Principal Planner	47.3261	49.9293	52.6754	55.5725	58.6310
Program Coordinator	23.9673	25.2855	26.6763	28.1438	29.6911
Program Supervisor	39.9415	42.1383	44.4562	46.9007	49.4805
Public Works Supervisor II	37.1944	39.2406	41.3983	43.6758	46.0779
Purchasing Coordinator	25.0503	26.4280	27.8815	29.4149	31.0328
Recreation Supervisor	36.8725	38.9004	41.0406	43.2965	45.6791
Secretary	22.2938	23.5196	24.8138	26.1782	27.6179
Senior Account Clerk	26.2423	27.6857	29.2086	30.8145	32.5096
Senior Building Inspector	38.5128	40.6307	42.8659	45.2224	47.7110
Senior Code Enforcement Officer	35.0067	36.9322	38.9635	41.1060	43.3670
Senior Librarian	40.6584	42.8945	45.2539	47.7429	50.3686
Senior Library Assistant	23.5303	24.8242	26.1903	27.6299	29.1503
Senior Planner	43.6802	46.0827	48.6172	51.2910	54.1053
Social Media Coordinator	24.9090	26.2790	27.7243	29.2493	30.8577
Supervising Library Assistant	30.3803	32.0510	33.8139	35.6739	37.6354
Utilities Inspector	32.7870	34.5905	36.4933	38.5005	40.6179
Water Systems Supervisor II	37.1944	39.2406	41.3983	43.6758	46.0779
Water Quality & Environmental Specialist	37.1944	39.2406	41.3983	43.6758	46.0779

***Effective the start of the pay period that includes January 1, 2025, December 23, 2024; in accordance with Article III, Section 12.