

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF PARAMOUNT AND TEAMSTERS LOCAL 911

**June 8, 2022 through
June 30, 2025**



TABLE OF CONTENTS

Page

MEMORANDUM OF UNDERSTANDING

Preamble.....	4
---------------	---

ARTICLE ONE: FUNDAMENTALS

Section 1: Recognition	5
Section 2: No Discrimination	5
Section 3: No Strikes or Lockouts and Teamsters' Responsibility	5
Section 4: Layoffs.....	5
Section 5: City/Union Meetings	5
Section 6: Union Business.....	6
Section 7: Management Rights.....	7
Section 8: Contracting Out	8
Section 9: Employee Rights	8

ARTICLE TWO: LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause	9
Section 2: Term	9
Section 3: Modification and Waiver.....	9

ARTICLE THREE: ORGANIZATIONAL SECURITY

Organizational Security.....	10
------------------------------	----

ARTICLE FOUR: COMPENSATION

Section 1: Salaries	11
Section 2: EPMC Contribution.....	11
Section 3: Bilingual Pay	11
Section 4: Anniversary Achievement Award	11

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
Section 5: Merit Steps	12
Section 6: Training and Recertification Time	12

ARTICLE FIVE: OVERTIME

Section 1: Overtime Authorization.....	13
Section 2: F.L.S.A. Overtime	13
Section 3: Compensatory Time	13
Section 4: Call Back Pay	14
Section 5: Stand-By Pay for Water Operator and Senior Water Operator	14

ARTICLE SIX: UNIFORMS & SAFETY FOOT WEAR ALLOWANCE

Uniforms & Safety Foot Wear Allowance	15
---	----

ARTICLE SEVEN: HEALTH AND WELFARE BENEFITS

Section 1: Medical	16
Section 2: Discussion of Health and Welfare	16
Section 3: Life Insurance	16
Section 4: Deferred Compensation.....	16
Section 5: Other City Employee Programs	16
Section 6: Tuition Reimbursement.....	16

ARTICLE EIGHT: RETIREMENT

Section 1: Public Employee Retirement System ("PERS")	18
Section 2: Retiree Medical	18

ARTICLE NINE: HOLIDAYS

Section 1: Holidays.....	19
--------------------------	----

TABLE OF CONTENTS
(Continued)

Page

ARTICLE TEN: VACATION

Section 1: Vacation Leave	20
---------------------------------	----

ARTICLE ELEVEN: SICK LEAVE

Section 1: Sick Leave	21
-----------------------------	----

ARTICLE TWELVE: LEAVE BENEFITS

Section 1: Jury Duty	22
----------------------------	----

Section 2: Bereavement Leave	22
------------------------------------	----

ARTICLE THIRTEEN: WORK SCHEDULE AND WORKING CONDITIONS

Section 1: Provisions	24
-----------------------------	----

Section 2: Work Schedule	24
--------------------------------	----

ARTICLE FOURTEEN: GRIEVANCE PROCEDURE

Purpose and Scope	25
-------------------------	----

Grievance Definition	25
----------------------------	----

Days	25
------------	----

Grievance Presentation and Procedures	25
---	----

Informal Procedure	26
--------------------------	----

Formal Procedure	26
------------------------	----

ARTICLE FIFTEEN: DISCIPLINE PROCEDURE

Discipline Procedure	28
----------------------------	----

SIGNATURE PAGE

Signatures	29
------------------	----

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PARAMOUNT AND
TEAMSTERS LOCAL 911 (TEAMSTERS)

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the City of Paramount (hereinafter referred to as "City") and the California Teamsters, Public, Professional and Medical Employees Union, Local 911, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"). It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between Management and the Employees covered by this MOU. This MOU is entered into with reference to the following facts:

- A. Representatives of management for the City of Paramount (hereafter "City") and representatives of Teamsters Local 911 (hereafter "Union") have met and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union.
- B. The management representatives and the representatives of the Union have reached an understanding as to recommendations to be made to the City Council for the City of Paramount and to the membership of the Union.
- C. This MOU incorporates, contains, and represents all of the terms and conditions agreed upon by both parties as of the date this agreement is ratified.

ARTICLE ONE: FUNDAMENTALS

Section 1: Recognition

The City recognizes the California Teamsters, Public, Professional, and Medical Employees Union, Local 911 ("Union") as the certified majority representative of the employees, comprised of Addendum A, as the exclusive representative of the employees for purposes of collective bargaining for all terms and conditions within this Memorandum of Understanding.

Section 2: No Discrimination

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the Union shall discriminate against any individual or employee with respect to his/her compensation, terms, condition, or privileges of employment or because of an individual's race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the Union.

The City and Teamsters agree that the City's policies set forth in the City of Paramount's Personnel Policies and Procedures Manual shall be applied in a non-discriminatory manner as prohibited by state and federal anti-discrimination, anti-harassment, and whistleblower laws. Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their rights under these policies.

The Parties agree that claims of discrimination, harassment, or retaliation shall be processed under the City's EEO and prevention of Harassment and Discrimination Policies.

Section 3: No Strikes or Lockouts and Teamsters' Responsibility

During the life of this agreement no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Union, and no lockouts shall be made by the City. Any employee who willfully participates in any conduct prohibited by this section shall be subject to immediate termination.

Section 4: Layoffs

Layoffs are governed by the Layoff Policy contained in the City's Personnel Manual.

Section 5: City/Union Meetings

Representatives from the Union and the City shall meet as needed to discuss issues of mutual concern.

Section 6: Union Business

A. Use of Bulletin Boards

The City shall provide the Union one designated bulletin board subject to the following conditions:

1. All Union-approved Postings for bulletin boards must contain the date of posting and the identification of the Union;
2. Union will not post information, which is defamatory, derogatory, or obscene about any City employee or Councilmember;
3. No political campaign advocacy shall be posted for federal, state or local elections.

B. Access to Facilities

Except as specifically identified in Section D below, all Union business will be conducted by employees and Union representatives outside of established work hours.

Nothing herein shall be construed to prevent a Union representative or an employee from contacting the Human Resources Director or other management representatives regarding personnel related matters during work hours. The authorized Union Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union representative shall obtain authorization for the visit from the Human Resources Director or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would interfere with the operations of the department, the Human Resources Director or designee shall consult with the Union Business Agent regarding availability and set an alternative time and/or location for such visit within seventy-two (72) hours of the request.

The Union may schedule meetings in the City facilities during non-work hours (8 a.m. to 5 p.m.) so long as these facilities are not in use by submitting a written request to the Human Resources Director or designee, which shall include the date, time, and number of people expected. Approval will be granted in the same manner as it is granted to other organizations.

C. Shop Stewards

The City agrees to recognize up to two (2) Stewards appointed by the Union. One of the two (2) shall be appointed by the Union as the Chief Steward. The Union shall notify the City in writing of the names of each Steward and Chief Steward.

D. Union Business

The Chief Steward and Stewards shall be allowed release time during their regular work hours to conduct Union related business as necessary provided it does not unreasonably interfere with the Stewards' and/or employees' regular work duties. If a Steward must leave his/her work location to conduct Union related business, he/she shall inform their supervisor of the expected duration of the leave and obtain authorization from his/her supervisor to do so. Authorization to leave will be granted unless such absence would interfere with City operations. If such authorization cannot be granted promptly, the Steward will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than

forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed upon. For purposes of this section, "Union Business" shall include grievance investigations, meetings with management called by management or the Chief Steward/Steward, investigatory meetings where an employee has requested a Steward, contract/MOU negotiations, or meetings with Human Resources involving personnel or labor relations matters. Any Steward seeking leave time for Union business for tasks not listed in this section shall obtain prior authorization from the Human Resources Director or designee.

The City agrees to release (unpaid or use of vacation time) up to two (2) Stewards per year to attend a one (1) day Union sponsored Steward seminar located in Southern California. The Union shall provide the City at least fourteen (14) calendar days prior written notice of the request to release the Stewards for the seminar. Such request shall include the date and start/end time of the seminar.

Release time as provided for in any of the above sections shall not result in the City incurring any overtime.

E. Union Participation in New Employee Orientation

Teamsters Local 911 representative(s) shall be notified of new employee orientations and shall be allowed up to 30 minutes to make a presentation to new hires for the sole purpose of providing employees with information regarding Teamsters Local 911 during City Hall hours.

Section 7: Management Rights

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- A. The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- B. Set standards and levels of service;
- C. Determine the procedures and standards of selection of employment and promotions;
- D. Direct its employees;
- E. Establish and enforce dress and grooming standards as outlined by City Management in writing;
- F. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- G. Maintain the efficiency of government operations;
- H. Determine the methods, means numbers, and kinds of personnel by which government operations are to be conducted;
- I. Determine the content and intent of job classifications;

- J. Determine methods of financing;
- K. Determine style and/or types of City issued wearing apparel, equipment, or technology to be used;
- L. Determine and/or change facilities, methods, technology, means, organizational structure, size, and composition of the work by which the City operations are to be conducted;
- M. Determine and change the number of locations 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 operations of the City;
- N. 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 upon reasonable notice;
- O. Establish and modify productivity and performance programs and standards;
- P. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws and with the provisions of this MOU, including without limitation Rules and Regulations;
- Q. Take all necessary actions to carry out its mission in emergencies; and
- R. Exercise complete control and discretion over its organization and the technology of performing its work.

The Union and City agree that if the City's exercise of these rights impacts wages, hours, or terms and conditions of employment, the City will meet and confer on the effect of its actions. This will occur prior to implementation except in emergency circumstances as defined in law. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

Section 8: Contracting Out

The City shall not contract work out from the bargaining unit during the term of the agreement.

Section 9: Employee Rights

The City and Union mutually recognize and agree to fully protect the rights of all employees covered by this MOU to join and participate in the activities of the Union and corresponding rights of covered employees to refrain from joining and participating in the activities of the Union. The City agrees that no employee shall be interfered with, intimidated, restrained coerced or discriminated against because of the exercise of these rights.

ARTICLE TWO: LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Section 2: Term

(a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from June 8, 2022 and shall remain in full force and effect up to and including midnight, the 30th day of June 2025 or until the next Memorandum of Understanding becomes effective.

(b) This Memorandum of Understanding shall be binding on the City and the Union when approved and adopted by the City Council.

Section 3: Modification and Waiver

The Union and the City hereby agree that no changes in this MOU regarding the hours or other conditions of employment of employees in the classification represented by the Union that would take effect prior to the expiration of the MOU shall occur, unless both parties mutually agree to such changes.

The City reserves the right to add to, delete from, amend, or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

ARTICLE THREE: ORGANIZATIONAL SECURITY

Upon receipt of written certification from the Union of an employee's voluntary authorization for the deduction, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union. Should there be a dispute regarding the existence or terms of the authorization for deduction of dues and/or fees, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

Dues and/or fees withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified. Dues and/or fees shall be deducted from the first and second paycheck of each month and remitted to the Union by the last business day of the month.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

The Union shall provide protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of any loss, claim, liability or cause of action arising out of the operation of this article

ARTICLE FOUR: COMPENSATION

Section 1: Salaries

- A. Effective the first day of the first full pay period in July 2022, the base salary ranges for the represented classifications shall be increased five percent (5%)
- B. Effective the first day of the first full pay period in July 2023, the base salary ranges for the represented classifications shall be increased three percent (3%)
- C. Effective the first day of the first full pay period in July 2024, the base salary ranges for the represented classifications shall be increased two and one-half percent (2.5%)

Section 2: EPMC Contribution

In combination with the wage increases above, Classic employees will increase contributions to the Employer Paid Member Contributions as follows:

- A. One and One-Half Percent (1.5%) employee contribution to EPMC (for a total of 5.5%) effective the first full pay period after Council adoption of the MOU or the first full pay period in July 2022, whichever is later.
- B. One and One-Half Percent (1.5%) employee contribution to EPMC (for a total of 7%) effective the first full pay period in July 2023.
- C. One Percent (1%) employee contribution to EPMC (for a total of 8% effective the first full pay period in July 2024.

Section 3: Bilingual Pay

An employee shall be compensated for bilingual pay if his/her regular job duties provide for interaction with the public on a regular basis. Employee must demonstrate proficiency in speaking Spanish (the ability to read and write in Spanish may also be tested if necessary). Proficiency and compensation are governed by the City's Bilingual Skill Pay Policy contained in the City's Personnel Manual

Section 4: Anniversary Achievement Award

Effective April 1, 2022, Employees who reach the following years of full time service with the City will receive the following lump sum Anniversary Achievement Award in the pay period in which their anniversary date falls:

5 years:	\$500
10 years:	\$1,000
15 years:	\$1,500

20 years: \$2,000

25 years: \$2,500

30 years: \$3,000

Employees shall only receive this Anniversary Achievement Award lump sum in the year in which these anniversaries fall. For example, an employee with 12 years of full time service with the City in July 2022 will not receive a bonus until July 2025 when they reach 15 years of service.

Employees who have more than 30 years of service as of April 1, 2022 and who did not receive the 30-year Anniversary Achievement Award, shall receive a \$3,000 Anniversary Achievement Award lump sum payment at the time of their retirement from the City.

Section 5: Merit Steps

Employees who are not at the top step of their Classification Compensation Plan shall move to the next step on the Plan, if the employee achieved an overall "satisfactory" rating as of their immediately preceding annual performance evaluation (s). Employees shall receive their annual evaluations as outlined in the City's Performance Evaluation Policy. Advancement within Class (Step Increase) are governed by the City's Advancement Within Class (Step Increase) Policy contained in the City's Personnel Manual.

Section 6: Training and Recertification Time

Training and/or recertification time that is required by the employee's then current job description on file with the Human Resources Department or approved in advance by the Department Head is compensable.

ARTICLE FIVE: OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of the respective supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Section 2: F.L.S.A. Overtime

Non-exempt employees who actually work more than 40 hours in a designated seven-day workweek shall be paid or accrue compensatory time (at the employee's discretion) at one and one-half (1.5) times the straight time hourly rate for all hours worked in excess of 40 in any workweek. An employee may elect a preference to accrue compensatory time in lieu of overtime pay. As required by law, overtime pay is based on actual hours worked. For purposes of overtime calculations, paid leave will not be considered as actual hours worked, except for Bereavement Leave and Jury Duty.

Special Events

Non-exempt represented Public Works employees will be paid at the overtime rate for select special events determined by the City Manager or designee, so long as the special event falls outside of the regularly scheduled hours. Under this provision, if an employee takes any unplanned paid leave during the same work week, except for Jury Duty or Bereavement, those hours will be deducted from the number of hours paid for special event overtime in lieu of being deducted from the employee's accrued leave bank of hours. For example, if an employee signs up to work a special event for 9 hours on Saturday, then calls in sick or takes unplanned vacation for their 9 hour shift the following Monday in the same work week, hours from Monday's absence will be counted toward the hours worked on Saturday at straight time. However, if the employee has preapproval from their supervisor for planned time off obtained at least one week in advance of the time requested, the employee will be paid overtime for the special event, and they may also use paid leave for the preapproved time off later in the same week.

Section 3: Compensatory Time

In lieu of cash payment, an employee may request compensatory time for overtime worked. Accrual of compensatory time shall be limited at any point in time to a maximum of forty (40) normal working hours. Compensatory time shall be calculated by multiplying the number of overtime hours worked by 1.5 the regular hourly rate.

- A. Overtime shall be compensated as mutually agreed upon in advance by employee and employer.
- B. Scheduling of compensatory time requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken

only in 15 minute increments. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.

- C. Upon promotion to an FLSA exempt classification, all compensatory time off shall be cashed out prior to promotion at the employee's current regular rate of pay in the non-exempt classification.

Section 4: Call Back Pay

Call back occurs when an employee is requested to report to duty on a non-scheduled work shift. Call back policy is applicable when an employee is requested to return to work, after the employee's workday is completed and/or prior to when the employee is scheduled to begin their shift. Call back does not occur when an employee is held over from their prior shift or is working planned overtime. If, while on standby, the employee is called back outside their regular work schedule, they shall be paid a minimum of two hours at the overtime rate of pay. If an employee is required to work more than two hours when they are called back, the employee shall be paid at their overtime rate of pay for work beyond the two hours. An employee called back, who is not on standby, shall be paid at their overtime rate of pay. If an employee is called back to duty, their work time shall be credited commencing when the employee reports to work and shall conclude when the employee leaves work.

Section 5: Stand-By Pay for Water Operator and Senior Water Operator

Water Operator and Senior Water Operator Employees shall be assigned and compensated for Stand-By as follows:

- (1) Employees shall be assigned standby on a weekly basis, from Monday to Monday. Employees are assigned standby on a rotating basis.
- (2) Employees shall be compensated for one hour of standby each day from Monday to Sunday to be paid at the employee's overtime rate of pay.
- (3) On Saturdays and Sundays, the employee shall report to work for three hours to be paid at the employee's overtime rate of pay.

CONDUCT WHILE ON "STAND-BY" DUTY

- 1. While on stand-by duty the employee must be able to respond to the City within sixty 60 minutes of being called, and will carry the city issued phone.
- 2. The employee will remain in a condition that allows them to immediately respond to any emergencies and safely perform their duties.
- 3. Each employee on stand-by duty is accountable to all of the rules and regulations of the City.
- 4. In the event of a call back, the employee will wear their uniform, if applicable.
- 5. At the discretion of the Department Head, employees on stand-by will have use of a City vehicle to travel to and from their houses and call back assignments.

ARTICLE SIX: UNIFORMS & SAFETY FOOT WEAR ALLOWANCE

If an employee's job classification requires him/her to wear a uniform while on duty, as designated by the City or employee's Department, the City will provide and launder such uniform.

The City does not provide for an allowance. Instead, the City pays for employee-selected safety footwear directly from a selected vendor.

Employees receiving the footwear allowance are required to wear the prescribed boots/shoes at all times while in the field or as required. Boots/shoes must be kept in a well-maintained condition to ensure employee safety. The City reserves the right to determine if the boot or shoe is appropriate to the job classification in conformance with applicable CAL-OSHA regulations and City/Departmental policies.

ARTICLE SEVEN: HEALTH AND WELFARE BENEFITS

Section 1: Medical

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

The City and the Union will discuss adopting Teamsters Miscellaneous Trust plan during the term of this Agreement.

Section 2: Discussion of Health and Welfare

City shall provide medical, dental, and vision insurance as provided in the City's Employee Benefits Policy contained in the City's Personnel Manual. In addition, effective January 2023, employees who qualify and choose to opt out of health insurance, shall receive compensation from the City of \$750 per month.

Section 3: Life Insurance

The City provides life insurance in the amount of an employee's annual salary up to a maximum of \$200,000 in coverage to employees. The City shall pay 100% of the cost of such plan for employees. The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee.

Section 4: Deferred Compensation

Employees are eligible to participate in the deferred compensation plan offered by the City. This option is available at the employee's cost.

Section 5: Other City Employee Programs

City shall provide the following additional benefits as provided in the City's Personnel Manual:

- Short and Long Term Disability
- EAP
- Credit Union membership
- Access to City-owned gyms
- Discounted recreation programs

Section 6: Tuition Reimbursement

All regular full-time employees and full-time employees who are in their probationary period who undertake courses of study which will directly benefit their positions with the City may be reimbursed in whole or in part up to a maximum of \$3,525 per fiscal year, for textbooks, tuition, and

any approved miscellaneous expenses upon completion of the term in which enrolled. Courses should be preapproved by Human Resources as soon as possible following enrollment to ensure the Courses are eligible for reimbursement. Reimbursement shall be made at the rate of tuition charged at California State University Dominguez Hills for courses on the semester system. Employees enrolled in a college or university course must achieve a grade of "C" or higher in order to be considered for reimbursement. A copy of transcripts demonstrating passing must be provided with the request for reimbursement.

A maximum of \$30,000 will be allocated or budgeted for education reimbursement at the beginning of each fiscal year. Eligible full-time citywide employees will be reimbursed on a "first come, first served" basis. Once the budgeted amount has been exhausted within the fiscal year, there will be no other reimbursement considerations made. Any remaining allocated funds will not carry over to the following fiscal year.

ARTICLE EIGHT: RETIREMENT

Section 1: Public Employee Retirement System ("PERS")

All regular full-time employees and full-time employees who are in their probationary period shall be members of the California Public Employees Retirement System (CalPERS). The City provides 2.5% at 55 benefit formula per "Classic" CalPERS members covered under pre—2013 rules. The City provides the 2% @ 62 benefit formula for "new" employees as defined under PEPR. All PEPR employees shall contribute the normal cost of employee PERS cost as determined by CalPERS.

"Classic" employees shall contribute to their EMPC as provided in Article Four, Section 2.

Section 2: Retiree Medical

Employees who retire from the City after December 3, 2010 are entitled to 85% of the cost of their CalPERS medical premiums throughout retirement, inclusive of dependents.

ARTICLE NINE: HOLIDAYS

- A. All full-time employees, excluding employees assigned to a 24/7 operation, shall be provided with the following holidays with pay based on the number of hours constituting a regular working day, subject to the provisions below:
1. January 1st - New Year's Day
 2. The 3rd Monday in January – Martin Luther King, Jr. Day
 3. The 3rd Monday in February – President's Day
 4. March 31st – Cesar Chavez Day
 5. The last Monday in May – Memorial Day
 6. July 4th – Independence Day
 7. The first Monday in September – Labor Day
 8. November 11th – Veterans' Day
 9. The 4th Thursday in November – Thanksgiving Day
 10. The day after Thanksgiving
 11. December 24th – Christmas Eve
 12. December 25th – Christmas Day
 13. Such other days as may be designated as holidays by the Mayor and City Council of the City of Paramount
- B. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. Holidays falling on a Friday or Saturday, shall not be granted as a holiday to employees.
- C. Additional Holidays may be approved by the City Council.
- D. When an employee is required to work on an Actual or Recognized Holiday, the employee shall be paid for the holiday and compensated at the overtime rate of one and one-half times regular pay for hours worked, or shall receive time off during regular working hours equal to the actual number of hours worked on the holiday(compensatory time). If an employee works both the Actual Holiday and the Recognized Holiday, the employee shall receive overtime or compensatory time for only one of the two days, and straight time for the other day, at the discretion of the Department Director. Prior to working on the holiday, the employee shall determine from the Department Head whether compensation shall be in the form of overtime or compensatory time. This holiday policy does not apply to exempt employees.

ARTICLE TEN: VACATION

Section 1: Vacation Leave

Use of and accrual of Vacation Leave are governed by City's Vacation Policy contained in the City's Personnel Manual

ARTICLE ELEVEN: SICK LEAVE

Section 1: Sick Leave

Use and accrual of Sick Leave are governed by City's Sick Leave Policy contained in the City's Personnel Manual.

ARTICLE TWELVE: LEAVE BENEFITS

Section 1: Jury Duty

- A. All regular full-time employees summoned to serve on jury duty shall be provided "Jury Duty Pay" and there shall be no loss of compensation. An employee will be compensated up to ten (10) work days based on City Hall schedule at full pay for jury duty. The employee must provide notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.
- B. An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty does not have to report to work before or after appearing in court. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. Employees shall notify their supervisor either in person, verbally, voicemail message or in writing (electronic), as immediately as possible following notification from the court each day that they are selected to report for Jury Duty. Employees shall notify their Supervisor, either in person, verbally, voicemail message or in writing (electronic), on the day they are released from their jury duty obligations.
- C. Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee's regular day off shall not be compensated by the city and the employee shall be entitled only to the court's compensation for duty performed on such employee's regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday.
- D. For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.), Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday while the employee is serving on jury duty. This temporary workweek reassignment shall be for the balance of the scheduled workweek. Reassignment of duties may also be made to maximize an employee's productivity prior to, and following release from jury duty.
- E. If an employee is required to serve on a jury for a period longer than two weeks, the employee shall be entitled, at the employees' option, to use any accrued leave time, other than sick time, during the period of extended jury service. The employee shall continue to receive all paid benefits, and shall continue to accrue eligible leave benefits.

Section 2: Bereavement Leave

Permanent full-time employees, regardless of period of service, may in the event of death of any "immediate family member." "Immediate family" is limited to any relative of blood or marriage who is a member of the employee's household, under the same roof, and any parent, grandparent, spouse, registered domestic partner, child, brother, sister, father-in-law, brother-in-law, mother-in-

law, or sister-in-law of the employee, regardless of residence including the equivalent relatives of a registered domestic partner, be allowed up to the equivalent of three (3) work days (total hours may vary depending on work schedule) of bereavement leave without loss of salary.

The bereavement leave begins on the first regularly scheduled workday as requested by the employee. Bereavement leave must be authorized by the employee's Department Director and must be utilized within 15 days of employee learning of the death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15 days of the employee learning of the death and shall not be unreasonably denied.

Upon written verification that funeral services or other related obligations necessitate travel outside of California, the employee shall be entitled to use up to two (2) additional days of accrued leave (vacation, compensatory time, or sick leave; said leave to be recorded as vacation, etc.).

ARTICLE THIRTEEN: WORK SCHEDULE AND WORKING CONDITIONS

Section 1: Provisions

The seven (7) day work period shall begin on Saturday at 12:00 a.m. and end on Friday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the affected employees a minimum of ten (10) days prior to the change, unless agreed to by the affected employee(s) and the Department Director.

Section 2: Work Schedule

Work shifts, days, and hours can be modified by the City within the limits prescribed by law, based on operating conditions and requirements. Employees may not change their own regular schedule without approval. Employees may request a change in work schedule through their manager. The manager will obtain approval from the City Manager, or designee, on the requested change in work schedule. Employees are not permitted to exchange shifts with another employee without the prior authorization of both employees' supervisors.

The City may consider approval of an alternate work week schedule or flexible time for specific positions based on service levels and operational needs. Alternate and flexible work schedules must be approved by the City Manager.

It is understood that the City has established a workweek for each covered employee which meets the requirement of the FLSA and which will not result in overtime compensation as part of the normal work schedule. Each non-exempt employee shall be assigned a designated FLSA workweek for the correct calculation of overtime. Regardless of the assigned regular work schedule, the City has the right to require an employee to work any time before or after the work of the regular workday or regular work week, including weekends, evenings and/or holidays. Employees may be required to work overtime.

All employees shall receive a minimum of two 10-minute breaks and a thirty (30) minute lunch period per workday. Employees are required to be at their designated starting time, in appropriate work attire, ready to work.

ARTICLE FOURTEEN: GRIEVANCE PROCEDURE

PURPOSE AND SCOPE

The purpose of this Article is to provide for a mutually acceptable method for the prompt resolution of employee grievances over the misinterpretation or misapplication of a particular provision of this MOU, or City Personnel Rules. The City and Union recognize the importance of a viable grievance procedure to aid in the resolution of disputes among employees, supervisors and management. Union and City agree that it is in their best interests to resolve disputes at the earliest opportunity and at the lowest level.

GRIEVANCE DEFINITION

A grievance shall be defined as an allegation by an employee or the Union of a misinterpretation, misapplication, or violation of a particular provision of this MOU, City policy, rule, or past practice. This procedure shall not apply to complaints of discrimination, harassment or retaliation. This procedure shall not apply to performance evaluations or discipline.

DAYS

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

GRIEVANCE PRESENTATION AND PROCEDURES

Employees shall have the right to present their own grievance or do so through their Union representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee (e), Union representative and the designated management representative.

INFORMAL PROCEDURE

Within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee may discuss the complaint with his/her immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the informal procedure resolution process and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their union representative shall inform the Assistant City Manager, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor. Within eight (8) days of the discussion with the employee, the supervisor shall verbally respond to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process described below:

FORMAL PROCEDURE

Step One - Immediate Supervisor

Within the time period referenced above, or if the employee chooses to skip the Informal Procedure, within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Union shall initiate the grievance procedure by explaining the situation in writing, with the information prescribed above, to the immediate supervisor of the affected employee(s). The Union and/or employee(s) waive the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the supervisor, the supervisor shall make a decision and present his/her decision, in writing, to the Union and employee(s) within eight (8) days.

Step Two – Department Director

If the Union or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant(s) shall present the grievance, in writing, to the grievant's Department Director within eight (8) days of the decision of the immediate supervisor. The Union and/or employee(s) waive the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within eight (8) days, the Department Director, or the designee of the Department Director, shall meet with the Union and employee(s) to hear the grievance. Within eight (8) days of hearing the grievance, the Department Director or designee shall present his/her decision, in writing, to the Union and employee(s), with copies to the Human Resource Director and the City Administrator.

Step Three - City Manager/Advisory Arbitration

If the Union or employee(s) is not satisfied with the result of the meeting with the Department Head, the grievant may request the matter be heard by the City Manager or designee or the Union may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Manager or designee, he/she shall meet with the Union and/or employee(s) within eight (8) days of receipt of the grievant's written notice. If the Union and/or employee(s) elects to have the matter heard by the City Manager or designee, the

Union and/or employee(s) waives the right to have the matter heard by an arbitrator. Within eight (8) days of hearing the grievance, the City Manager shall provide his/her decision, in writing, to the Union and employee(s). The decision of the City Manager shall be final and binding.

If the Union elects arbitration, costs of the arbitration shall be shared equally between the Union and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

If the Union elects arbitration, the City shall request a list of five (5) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Union's request. The Union may delete/strike two names from the list. The City will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

Within eight (8) days of receipt of the arbitrator's recommendation, the City Manager shall provide his/her decision, in writing, to the Union and employee(s). The decision of the City Manager shall be final and binding.

All time limits specified in the foregoing procedure may be waived only by mutual written agreement.

ARTICLE FIFTEEN: DISCIPLINE PROCEDURE

The disciplinary procedure shall be governed by the City's Progressive Disciplinary Process and Appeals Procedure Policies contained in the City's Personnel Manual.

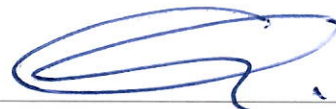
SIGNATURE PAGE

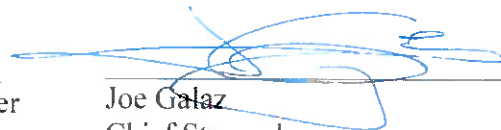
CITY OF PARAMOUNT


John Moreno, City Manager


Andrew Vialpando, Assistant City Manager

TEAMSTERS LOCAL 911


Carlos Rubio
Chief Negotiator


Joe Galaz
Chief Steward


Michael Grijalva
Business Representative

APPROVE AS TO FORM


John Cavanaugh, City Attorney

APPROVED AND ADOPTED BY CITY COUNCIL ON JUNE 8, 2022.

PER RESOLUTION NO. 22:030

ATTEST:


Heidi Luce, City Clerk