



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF COMMERCE AND

THE CITY OF COMMERCE EMPLOYEES ASSOCIATION/ AFSCME Local  
773, AFSCME Council 36

MEMORANDUM OF UNDERSTANDING

**PART-TIME EMPLOYEES**

**2018- 2021**

MEMORANDUM OF UNDERSTANDING  
**PART-TIME EMPLOYEES**  
FISCAL YEARS July 1, 2018 – July 1, 2021

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## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

This Memorandum of Understanding is entered into with reference to the following facts:

- A. Representatives of Management for the City of Commerce (hereafter “City”) and representatives of the City of Commerce Employees Association, AFSCME Local 773 (hereafter “Association”) have met on a number of occasions and have conferred in good faith, exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Association.
- B. The management representatives and the representatives of the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Commerce and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

NOW THEREFORE, the City and Association representatives agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Commerce that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the classifications represented by the Association.

## ARTICLE I TERM

- A. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2018 and shall remain in full force and effect up to and including midnight, the 30th day of June 30, 2021 or until the next Memorandum of Understanding becomes effective.
- B. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

The City and the Association agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding by January 2021. The City and Association shall review the terms of this understanding, and meet and confer on any proposed changes to this Memorandum of Understanding beginning February 2021

## ARTICLE II UNION SECURITY

### SECTION 1. Recognition.

- A. In accordance with the Meyers-Milias-Brown Act [Government Code Section 3500, et seq.] and the City of Commerce Employer-Employee Resolution, the City recognizes the City of Commerce Employees Association as the exclusive representatives of all employees in the regular part-time employees' unit.
- B. The Association recognizes the City Administrator as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding, subject to the City Council approval.

## ARTICLE III CITY RIGHTS

### SECTION 1. Exclusive Rights and Authority.

In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

- A. Determine issues of public policy;
- B. Determine the mission of its constituents, departments, commissions and boards;
- C. Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the City operations are to be conducted;
- D. Set standards and levels of service, and to expand or diminish services;
- E. Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract for or subcontract for any reason any work or operations of the City, subject to "Article X, Section 2" of this Memorandum of Understanding.
- F. Determine size and composition of the work force, and allocate and assign work to employees in accordance with requirements as determined by the City;
- G. In conjunction with the Joint Labor Management Committee, determine the content and intent of job classifications, to develop new job classifications, and determine appropriate levels of compensation;

- H. Lay-off employees for lack of work or other appropriate reasons;
- I. Appoint, transfer and promote employees;
- J. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws;
- K. Determine policies, procedures and standards for selection, training and promotion of employees;
- L. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignment upon reasonable notice;
- M. Direct its employees;
- N. Establish and enforce employee dress and grooming standards, and to determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- O. Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- P. Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- Q. Maintain the efficiency of governmental operations;
- R. (Exercise control and discretion over the organization and the technology of performing City work and services;
- S. Determine any and all necessary actions to carry out its missions in emergencies.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding. The City shall not



exercise the foregoing rights in an arbitrary or capricious manner or manner that is contrary to law.

## ARTICLE IV COMPENSATION

### SECTION 1. Class A/B License

For employees whose position requires possession of a valid Class “A” or “B” driver’s license:

1. The City shall provide access to the City’s medical facility and pay for the required physical examinations necessary to secure appropriate licenses.
2. As to Class B medical exams, the City shall pay for the basic required exam and any follow up exam(s) required by the City’s medical provider. Medical exams and/or procedures that are required from the employee’s own personal physician(s) to pass the City’s exam will be at the employee’s own cost
  - a. Employees shall be compensated for their actual time spent at the City’s medical facility for examinations required for renewal when scheduled by their department. The Department will schedule the medical exam sixty (60) days prior to the expiration of the employee’s license.
  - b. City Departments will continue to schedule exams, but it will be the employee’s responsibility to notify the Department if they have not been scheduled 60 days prior to expiration and maintain their commercial driver’s license (“CDL”) including attending the required medical examination prior to the expiration of their CDL.
  - c. An employee will not be disciplined for failure to notify the Department that they did not receive the 60-day notice, so long as the required medical examination and required paperwork is submitted to the California Department of Motor Vehicles before the expiration of their CDL

3. The City shall reimburse all employees up to \$39.00 for the cost to obtain and/or renew their Class A or B License.
4. The City will provide a \$50 monthly stipend for up to two (2) employees, in the month they are required to move the Showmobile. If there are not two employees who are willing to perform this duty, the City shall contract for this service.

#### SECTION 2. Median Pay

A 5% premium pay shall be given to Park Maintenance employees when assigned to perform median maintenance work based on actual hours worked. A 5.0% premium pay shall be given to Park Maintenance employees when assigned to median maintenance assignments.

Employees regularly assigned to the Graffiti crew shall receive 1.5 percent increase to their base rate of pay. Employees assigned to this work on an episodic basis shall be paid 5.0% premium pay for all actual hours worked on medians, overpasses and bridges.

#### SECTION 3. Merit Increase

Upon initial appointment to any position in a job classification, part-time employees shall be placed at the minimum or first step of a salary range for that job classification. A department head may, as authorized by the City Administrator, appoint at a higher step in the salary range when in accordance with the Personnel Policies and Procedures, Salary Plan.

#### **Merit Increase:**

Part-time employees shall be advanced within their respective compensation ranges in accordance with the following schedule and pursuant to the City of Commerce Personnel Policies and Procedures and any exceptions therein:

Step 2 - At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 1.

Step 3 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 2.

Step 4 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 3.

Step 5 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 4.

Progression to succeeding steps does not convey or imply any additional employment or other rights beyond a wage increase.

### **Special Merit Increases:**

When an employee demonstrates exceptional ability and proficiency beyond the call of duty, such employee may, upon recommendation of his or her Department Director, concurrence of the Director of Human Resources, and approval of the City Administrator, be awarded one step higher within the salary range for his/her job class upon completion of one year length of service in the position.

Please refer to the City of Commerce Personnel Policies and Procedures, Salary Plan Administration for further guidelines and policy.

### SECTION 4. On-Call Pay

Part-time employees who are assigned to "stand-by" duty shall be compensated in accordance with the policy established in the Personnel Policies & Procedures Manual, Chapter V ("Overtime"), Section 2, Paragraph d. "Stand-by Pay."

## SECTION 5. Overtime

Employees will be paid overtime at time and a half for all productive time worked over forty (40) hours worked in a single workweek. For full-time employees, holidays (including flex holidays and birthdays) not actually worked, will count as time worked for the purpose of computing overtime. All other paid leave does not count as time worked for the purpose of computing overtime for full-time employees.

Except for Camp Commerce employees, double time is paid for hours worked over twelve productive hours (including paid breaks) in a single day or for hours worked on the seventh consecutive day of work in the seven-day workweek.

The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same department. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Notwithstanding the above, assignment of overtime in the Facility Maintenance, Park Maintenance and Transportation shall be offered in the following order:

The Departments will create a seniority list of employees within classifications and a seniority list that delineates particular locations or assignments. Overtime will first be offered to the individual who bid on and was awarded the assignment.

If there is more than one employee who has been awarded the assignment, the employee with the most seniority in the classification shall be offered overtime in the order of seniority.

If an employee rejects or accepts an offer of overtime, he/she shall be moved to the bottom of the list for the next opportunity for overtime.

If no employee accepts the assignment of overtime, the City shall have the authority to mandate the overtime assignment to the least senior employee.

The implementation of overtime assignments by seniority in the Transportation Department shall be discussed and agreed upon in the JLM prior to implementation to account for all applicable mandates and guidelines.

#### SECTION 6. Wage Increases

It is agreed that the City will provide a one-time ad-hoc lump sum off-salary-schedule non-PERSable payment of 4% of scheduled salary (calculated before implementation of the salary increases below) to be paid during the first pay period following the City Council's adoption of this Memorandum of Understanding, which is anticipated to take place no later than October 10, 2019.

For the purposes of payment of the one-time ad-hoc lump sum payment, base pay excludes any additional compensation over and above an affected employee's normal base pay, such as, but not limited to, overtime, night differential pay, higher classification pay, skill pay, premium pay, call back pay. The one-time payment shall be an off-salary schedule payment as a separate check; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.

In addition to the off-salary-schedule payment, there will also be increases to the salary schedule for the same individuals as follows:

Effective July 1, 2019, all employees represented by the Association shall receive a wage increase of four percent (4%).

Effective July 1, 2020, all employees represented by the Association shall receive a wage increase of three percent (3%).

#### SECTION 7. Premium Pay

City Policy II-3, Salary Plan Administration, shall be amended to limit Premium Pay to 12 months. In addition, the City shall notify the Association within 5 business days from the effective date of the premium pay. This notice shall include (1) duties that the employee will perform in this higher classification and (2) whether the premium pay is 5% or 10%.

## SECTION 8. Urban Search and Rescue (USAR) Stipend

The monthly USAR stipend will be \$75 per member.

## ARTICLE V UNIFORM ALLOWANCE

### SECTION 1. Uniforms

Should the City require employees to wear a specific uniform, the City shall be financially responsible to cover the cost of such uniforms. Uniform replacement shall be governed by specific departmental policies and practices.

### SECTION 2. Safety Footwear

Effective July 1, 2019, the safety footwear reimbursement amount will be \$185 per fiscal year for employees required by City safety regulations to wear safety footwear to work. Please refer to City of Commerce Personnel Policies and Procedures, Work Uniforms for Employees, for specific terms and policy.

### SECTION 3. Mechanic Tool Allowance

Effective the first full pay period after January 1, 2019, the City shall provide bargaining unit employees in the following classifications, three-hundred and fifty dollars (\$350) per calendar year for tools purchased within the same calendar year:

- Fleet Maintenance Manager
- Lead Fleet Mechanic
- Fleet Mechanic

## ARTICLE VI PARK MAINTENANCE WORKER TRAINEE

Under general supervision, Park Maintenance Worker Trainees participate in a formal training program and are expected to successfully complete the training program within six (6) months. Park Maintenance Worker Trainees shall promote to part-time Park Maintenance Worker after successfully acquiring the minimum experience, education and abilities to perform at the Park Maintenance Worker level, with the City of Commerce and after receiving a satisfactory performance evaluation. Please refer to the Park Maintenance Worker Trainee job description for further guidelines.

## ARTICLE VII BENEFITS

The City's current Personnel Policies and Procedures shall govern the extent to which benefits are provided and maintained. The City agrees to meet- and-confer with the Association prior to any final decision by the City to reduce any current benefits during the term of this Memorandum of Understanding.

As a product of the year 2015 meet-and-confer process, the City and the Association have agreed to the following benefit programs:

### SECTION 1. Medical Benefit Plan

The City, in an effort to comply with the Affordable Care Act (ACA), will provide eligible part-time employees with a minimum of two health plans from which to choose. The City shall pay fifty percent (50%) of the premium of the lowest cost plan offered to eligible employees covered by the ACA. Effective January 1, 2020 the City shall cover the total cost of the plan enhancement to lower the overall deductible from \$6,000 to \$3,000.

The City and Association agree that eligible employees are not entitled to any other medical benefit provided by City Personnel Policy V-5.

## SECTION 2. Bereavement Leave

Pursuant to the City's Bereavement Leave Policy, when a part-time employee's immediate family member dies or is critically ill and death appears imminent, the employee shall be entitled up to forty (40) hours paid leave per occurrence.

"Immediate family member" shall be defined as: mother, father, spouse, registered domestic partner, child, step-child, brother, sister, grandchild, grandparents, mother-in-law, father-in-law, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents and great grandparents, as well as the equivalent relatives of a registered domestic partner.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday, as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or the date of foreseen imminent 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 or the date of foreseen imminent death and shall not be unreasonably denied.

The maximum number of hours to be paid during the maximum seven (7) work days of bereavement leave is calculated based on the average number of all hours actually paid per week, utilizing the employee's record of hours paid for each position maintained by the employee during the ten (10) weeks immediately preceding the bereavement leave.

## SECTION 3. Birthday Holiday

Part-time employees who actually work on New Year's Day, Easter, Thanksgiving Day, Christmas Day, and/or his/her birthday, shall be paid double time for hours actually worked in lieu of receiving holiday pay. If the employee's birthday falls on their regularly scheduled work day and the Department Director or supervisor does not schedule them to work on that day so that the City does not have to pay double time, the employee shall be rescheduled for either the preceding or succeeding payroll period, so that they are able to make up the missed workday.



#### SECTION 4. Deferred Compensation:

The City shall match employee deferred compensation contributions, in an amount not to exceed 3% of the employee gross salary contribution per pay period. For example, if an employee contributes 1% of his or her gross salary to the plan, the City shall contribute an amount equal to 1% of gross salary.

#### SECTION 5. Educational Assistance:

The City agrees to maintain the part-time employees' tuition reimbursement program including 100% reimbursement for job-related (including but not limited to vocational training and trade schools), upon approval of the HR Director and to budget the program at an amount not less than \$25,000 annually effective starting fiscal year 2019-2020. This budgeted amount shall not roll-over to the following fiscal year should the approved requests for tuition reimbursement be less than \$25,000. The City and Association agree that the approval process for how part-time employees will be granted the tuition reimbursement set forth in the City's Human Resources Policy IV-3 and in this paragraph, shall be discussed and agreed upon in the JLM. Until such process is finalized, the current City's approval process that the HR Director will approve based on budget, still applies.

1. The tuition reimbursement pool shall be distributed to employees as follows: 100% reimbursement for actual tuition costs; and 50% of course required books and/or supplies. Annual tuition reimbursement for each eligible part-time employee may not exceed the tuition rates set by the Cal State University System for the four academic sessions (Summer, Fall, Winter & Spring), plus required fees.
2. Part-time employees who have approved reimbursements under the educational assistance program on or before June 30, 2019 shall be eligible for tuition reimbursement to complete their original program goal, without regard to the \$25,000 cap set forth in Article VII.5.1 above. The limitations on reimbursements set forth in Article VII. 6 below still apply to these employees
3. The course work and degree program selected must be of such a nature that it benefits the City and better prepares the employee to carry out the duties for which he/she was hired or better prepares the employee to advance within the City employment system. In addition, the City shall not provide

tuition reimbursement for employees seeking a PhD or second Master's degree, regardless of the subject matter.

4. In order to receive tuition reimbursement, employees must receive written approval from the Director of Human Resources and his or her Department Director prior to registering for the course. The Director of Human Resources and Department Directors shall approve tuition reimbursements for eligible course work and degree programs for part-time employees meeting the minimum eligibility requirements below, subject to funding availability.
5. Eligibility Requirements. To qualify for educational reimbursement benefits, the employee must be employed on a part-time basis (not temporary), must have received a standing satisfactory performance evaluation, must be employed at least 18 months and have worked an average of ten ( 10) hours weekly over the preceding twelve month period upon conclusion of the class for reimbursement eligibility. Employees must have received written approval from the Director of Human Resources and his or her Department Director prior to registering for the course. Further, the City agrees to increase the tuition reimbursement time limit from six (6) consecutive years to seven (7) consecutive years. An employee who is denied tuition reimbursement because they have not completed their degree within seven (7) consecutive years may request a review for an exception to this limitation to a subcommittee comprised of the Human Resources Director, Finance Director and a CCEA designated representative.
6. To receive tuition reimbursement benefits, part-time employees must complete the Educational Reimbursement Request for Payment From and must provide all required accompanying documentation within six (6) months of finishing the course. The City shall not reimburse part-time employees for tuition until after the course has been completed. Employees are responsible for making all tuition and associated fee payments up front.
7. If an employee leaves City service on his/her own volition, the City will deduct from the employee's last paycheck the cost of any courses or vocational training for which the employee received reimbursement during the last twelve (12) months prior to the date of employment separation.

Please refer to City of Commerce Personnel Policies and Procedures IV-3, for further guidelines and policy.

#### SECTION 6. Sick Leave

Part-time employees shall accrue one (1) hours of paid sick leave for every 21 hours worked. Please refer to the City of Commerce Personnel Policies and Procedures, Sick Leave Policy, for specific terms of the policy (revised version attached).

#### SECTION 7. Vacation Leave

Part-time employees shall accrue eight (8) hours of leave for every 173 hours worked. The City's four-hundred eighty hour (480) maximum accumulation policy will be enforced by scheduling vacations to eliminate excess accumulation. Please refer to City of Commerce Personnel Policies and Procedures, Vacation Policy, for specific terms and policy.

#### SECTION 8. Jury Duty

Part-time employees shall be granted a paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty. Proper verification shall consist of submitting the timecards, attendance slips, Juror History Reports, or other documentation provided by the court reflecting time served on jury service. Employees are expected to keep the City informed of the expected length of jury duty service and shall inform the City of any summons for jury duty as soon as is reasonably practicable.

Jury duty leave shall be limited to a maximum of sixty-four (64) hours per year and shall not exceed thirty-two (32) hours in any one week. Employees shall be compensated at their regular rate of pay only for their regularly scheduled hours and are entitled to keep his/her mileage reimbursement. Employees shall be required to provide the City with documentation verifying all payments received for jury duty from the court. Employees shall not be eligible for overtime while on jury duty leave. If an employee is required to serve on a jury for more than sixty-four (64) hours in one year, the City Administrator may, at his/her sole discretion and on a case-by-case basis, extend the period of this paid leave.

Employees shall be required to return to work after being released from jury duty if at least four (4) hours remain prior to the end of their regularly-scheduled shift. Employees who serve at least five (5) hours of jury duty and are scheduled for a night shift that same day shall not be required to report to work, but shall receive compensation for their regularly scheduled hours at their straight time hourly rate plus shift premium. Employees scheduled to work between midnight and 8:00 a.m. on a day which they must report for jury duty shall not be required to report to work, but shall receive compensation for their regularly scheduled hours at their straight time hourly rate plus shift premium.

## ARTICLE VIII DISCIPLINE PROCEDURES

### SECTION 1. Disciplinary procedures

The disciplinary procedures set forth in the City's Personnel Policies and Procedures shall govern during the term of this Memorandum of Understanding.

### SECTION 2. Polygraph

The City shall not require employees to submit to polygraph examinations.

## ARTICLE IX GRIEVANCE PROCEDURES

The following grievance procedure applies only to part-time employees who have successfully completed their training period as defined in the personnel policies and process.

The grievance procedure is used to ensure that employees have the opportunity to address work-related concerns.

### SECTION 1. Definition of "grievance"

A "grievance" shall be defined as a timely complaint by an employee or group of employees, concerning the City's personnel practices, working conditions, employee policies or Memorandum of Understanding.

- A. Time Limits for Filing Written Formal Grievances: the time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by an authorized representative of the City and the grievant. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance.
- B. The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

## SECTION 2. Steps of the Grievance Procedure

**1. Informal – Immediate Supervisor:** The employee must first attempt to resolve a grievance verbally with his/her immediate supervisor as soon as possible. Every effort shall be made to find an acceptable solution to the grievance informally at this level.

**2. Formal – Department Head:** If the grievance is not resolved using the informal process, a written grievance shall be filed within twenty (20) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the acts giving rise to the grievance. The grievant shall discuss the grievance with the department head. The department head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to grievant within twenty (20) business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step and file his/her appeal directly at the formal grievance step within twenty (20) business days of the effective date of the disciplinary action or his/her right to appeal shall be waived.

**3. Formal – City Manager:** If the grievance is not resolved at "Step 2" or if no answer has been received from the department head within twenty (20) business days, the written grievance shall progress to the City Manager for determination.

The grievant shall have twenty (20) business days from the date when the department head's written response is received, or when the response was due, to file a written appeal directly to the City Manager or forfeit his/her right of appeal, in which case, the grievance will be considered final based on the department head's response.

The City Manager shall schedule a hearing with the grievant within twenty (20) business days of the date of receipt of the written appeal by the City Manager and shall render a written decision, based on the merits of the grievance and return it to the grievant within twenty (20) business days from the date of the hearing. The City Manager's decision shall be final and binding on all non-disciplinary matters as well as for all disciplinary matters not exceeding the equivalent of twenty-four (24) hours pay. If the City Manager does not render a decision within twenty (20) business days, or does not request and receive a mutually agreed upon extension of time, the grievance shall be resolved in favor of the grieving party.

Effective on the date after Council ratification and up to June 30, 2021, the City agrees that UNION may appeal a suspension of greater than thirty two (32) hours or a termination disciplinary decision made by the City Manager for a part-time employee to binding arbitration who meets the following criterion: (1) the employee has been employed as a part-time employee for at least five years of continuous service with the City; and (2) the part-time employee has worked at least 15 hours on average per week in the preceding 12 months.

The UNION must request the appeal to arbitration within twenty (20) days of the City Manager's decision. The Parties shall mutually agree to the arbitrator and if they cannot agree shall request a list of seven (7) arbitrators from State Mediation Conciliation Service and shall agree to a method of striking and selection of the arbitrator. The arbitrator shall make the following determination(s): (i) was the disciplinary action based on just cause; (ii) if not, what is the appropriate remedy.

The costs of arbitration shall be split evenly between the City and the grievant.

The Parties agree that the binding arbitration appeal provision will sunset as described above, unless the parties mutually agreed to extend this provision.

### SECTION 3. Grievance on Impacts.

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

## ARTICLE X LAYOFFS

The City Council shall approve any proposed layoff/ bumping procedures before they are incorporated in the City's Personnel Policies and Procedure manual and become enforceable. Until such time that the City Council approves any proposed layoff/ bumping procedures, the City's Personnel Policies shall govern.

A full-time employee may "bump" a part-time employee with lesser seniority, in the same or a lesser paid job classification within the same occupational family as currently held by the full- time employee or a classification in which he/she has previously served. Seniority between a full-time and part-time employee shall be based upon the total hours worked in the classification.

Part time employees are eligible for transfer consideration to a full-time position within the same classification so long as the employee meets the minimum qualifications for the full-time position.

## ARTICLE XI JOINT LABOR MANAGEMENT COMMITTEE

The City and the Association will maintain a Joint Labor Management Committee (the "Committee") comprised of seven (7) members. The City's teams shall have three (3) representatives on the Committee from the Human Resources Department and various other departments. The Association shall provide four (4) members to sit on the Committee, which shall consist of two (2) full-time employees and two (2) part-time employees. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This Committee shall meet monthly for twelve (12) months starting on the month of MOU ratification, unless otherwise mutually agreed. After the twelve months have concluded, the frequency of the committee meetings will be assessed and mutually agreed between the City of Commerce and CCEA/ AFSCME.

The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.

The JLM shall not be a means for participating in the meet-and-confer process as provided for by Government Code Sections 3500, et. seq. The JLM's meetings

shall not be "meet and confer" sessions as that term is used in Government Code Sections 3500 et.seq.

JLM consideration of proposed changes of terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

## ARTICLE XII EXCURSION & SPECIAL ASSIGNMENTS

City Departments will post advance notice of any excursions or special assignments. Any part-time employee in that department may file with the department head a statement of interest in the excursion or special assignment. The department head or his/her designee shall take into consideration the employee's statement of interest as one factor in selecting part-time employees for excursions and special assignments. The decision by the department head or his/her designee shall be final.

## ARTICLE XIII SENIORITY

Apart from the specific areas within the Parks & Recreation Department set forth below, Department heads shall have the discretion to use seniority as the primary factor when making assignments of work schedules, job assignments, excursions, promotions, and vacation. Seniority shall be defined as total number of hours worked in the position. The City agrees to a carve out seniority cascading provision exclusively for Parks and Recreation part time positions defined as follows: cascading seniority determined by calculating the hours worked in the position plus equal or lower positions in the same job series. The updated seniority list shall be distributed ninety (90) days after the end of each fiscal year. The bid period will be established by each Department/Division. The schedules and bid periods will be transmitted to the Association at least three (3) business days prior to the bid meeting. Schedules must allow reasonable amount of time to complete assigned workload.

Seniority shall only be considered as the primary factor, where job performance is equal, in assignments of work schedules, job assignments, excursions, promotions, and vacation in the following divisions in the Parks & Recreation Department: Park Maintenance, Facility Maintenance (formerly Public Services), Parks &



Recreation Administration, Teen Center and Senior Center as it relates to park coverage hours, Snack Bar, Community Centers as it relates to park coverage hours, Camp Commerce and Aqua (except for coaching assignments and special event assignments).

The parties agree to meet and confer regarding the implementation of guidelines and procedures for the use of seniority in the Parks & Recreation Department within six (6) months of adoption of this MOU.

## ARTICLE XIV FACILITY CLOSURES

In the event of an emergency facility closure, the City will attempt to reassign scheduled part-time employees to other facilities that are not affected by the emergency closure, wherever practical. Additionally, scheduled part-time employees who report to work but are sent home without working, will be paid 2 hours of straight time as "show-up" pay. Each department that has part-time employees that have lost scheduled work hours due to emergency facilities closure will attempt to schedule the employees for make-up time.

## ARTICLE XV OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

### SECTION 1. Meet and Confer in Good Faith.

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefit and other terms and conditions of employment in accordance with the Meyers-Milias-Brown Act. City will provide written notification regarding changes to wages, hours and other terms and conditions of employment.

## SECTION 2. Job Security.

The City and the Association share a common interest in maintaining the stability and the security of the City's workforce. As such, the City shall initiate a meet-and-confer process with the Association no less than 90 days prior to any decision to contract for the work of any employee represented by the Association. The City will discuss with the Association all economic issues related to such contracting during the meet-and-confer process

## SECTION 3. Dues and Information

The intent of this section is to comply with California Senate Bill No. 866 and Assembly Bill 119 and other relevant case law and regulations regarding employee dues deductions and access to employee information.

- A. The City shall base deductions from employees based on a certification from the AFSCME representative that it has proper authorization from employees for dues deduction. The City may request the written authorization as allowed by law.
- B. If the City receives a direct request from an employee to cancel or change the deductions authorized by AFSCME, the City shall refer the employee directly to the CCEA President and shall not process any cancellations or changes until the AFSCME representative provides such instruction in writing.
- C. AFSCME shall indemnify the City for any claims, including any legal costs, made by the employee for deductions made in reliance on that certification.
- D. Dues withheld by the City under this section shall be transmitted by direct deposit to the AFSCME District Council 36 bank account. The effective date of the dues shall be no later than fourteen (14) calendar days after receipt of the union certification.
- E. The City shall provide AFSCME District Council 36 and the CCEA President with an excel spreadsheet at the time of the transmittal of the dues that contains the following information:

1. Name of the employee and the amount of dues deductions;
2. The information required by AB 119;
3. A list of employees who are on a leave of absence without pay;
4. A list of employees who have transferred into the unit (by hire or demotion or other means) or transferred out of the unit (indicating disciplinary termination, resignation or promotion).

#### SECTION 4. Union Access.

City equipment may be used to conduct Association business, provided it is authorized by the City Administrator or his or her designee. If the City Administrator does not respond to a request for the use of City equipment to conduct Association business within one business day, the Human Resources Director shall be authorized to respond to the request. City equipment shall include, but not be limited to telephones, photocopiers, all forms of electronic communication, and facilities. The following are examples of situations where the City Administrator may reasonably authorize use of City equipment: (1) to schedule Association meetings, (2) to transmit meet-and-confer proposals, (3) to conduct Association meetings noticed pursuant to Association by-laws for the consideration of MOU approval/ratification votes.

#### SECTION 5. Association Representatives

The Association may designate representatives to represent employees in processing grievances and at Skelly hearings. The following conditions shall apply.

The Association may designate Representatives who must be members of the Association and shall provide all City departments with a written list of employees who have been so designated. City management will accept on a quarterly basis any changes to the list. A Representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure.

A Representative may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if he/she is the representative of record, or is another City employee, not a representative of record, who is requested to accompany the employee to an interview which the employee reasonably believes, may result in punitive action or to a meeting where documents shall be served.

If a Representative must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. In those instances where an employee is working away from City Hall and is requested to provide representation, that employee shall first obtain verbal authorization from a supervisor to do so. As soon as is reasonably practicable, but not later than the end of the employee's following workday, the release shall be documented on a City provided form. Permission for such leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievant's Representative will be informed when time can be made available. To the extent reasonable and compatible with the 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 Representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Representative shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Representative will report to the employee's supervisor, who will make arrangements for the meeting requested.

The City will make reasonable time available to Representatives to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Representative, shall not be counted as work time for any purpose.

The City shall provide a total of forty (40) hours of paid leave per fiscal year for the CCEA Board President or her/his designee, for purposes of Association business, conferences and seminars. These 40 hours shall not roll-over to other fiscal years and shall have no cash value and are the cumulative total hours to be provided for both the full-time and part-time bargaining units. This Association

leave is in addition to any release time that the City provides that is required under the Meyers Milias Brown Act.

#### SECTION 6. Voluntary Political Contributions (COPE & PEOPLE Checkoff).

Employees may make a voluntary contribution to the Union's political action funds. Such contributions must be authorized by the employee and may be revoked at any time. If an employee submits a form authorizing a deduction from his or her paycheck for the AFSCME PEOPLE Program, the City shall effectuate such payroll deduction beginning the next pay period. Deductions withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account, unless otherwise directed by the Association President.

#### SECTION 7. Unit Membership List.

The City's management will provide the Association within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, with an alphabetical list of employees, their employee numbers, class titles, and work location by department, office or bureau, as well as division, if such information is readily available. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter. The City shall deliver this information electronically.

#### SECTION 8. Prohibition of Discrimination, Harassment, and Retaliation.

### **POLICY and COMPLAINTS**

The parties shall treat all employees equally in employment matters without regard to age (40 and above), ancestry, color, disability (including but not limited to physical and mental, including HIV and Aids), genetic information, gender identity, gender expression, marital status, medical condition (including but not limited to genetic characteristics, cancer or a record or history of cancer), military/veteran status, national origin, race, religion, (including religious dress and grooming practices), creed, sex/gender (including but not limited to pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that

an individual has one or more of these protected characteristics, and political or union activity.

The City maintains and follows a strict policy prohibiting unlawful discrimination, harassment, and retaliation in any form, including verbal, sexual, physical and visual harassment, coercion, and reprisal.

### **REPORTING DISCRIMINATION OR HARASSMENT:**

The City encourages reporting of all actual or perceived incidents of discrimination, harassment, and/or retaliation. If you believe the conduct or actions of a co-worker, applicant, Councilmember, City Commissioner, official appointed to a City committee, executive, manager, supervisor, employee, volunteer, intern, independent contractor, vendor, visitor or patron to be discriminatory, harassment, retaliatory, or otherwise in violation of this policy, you are encouraged, but not required to inform the person of the conduct that you find offensive and request that the person cease this behavior. If you do not wish to speak with the person directly, or if your attempts to do so have failed, you should file a complaint with the Department of Human Resources. However, a decision not to speak with the person directly does not prevent the employee from filing a complaint, nor does it in any way exonerate the accused person.

City management shall be readily available and receptive to receiving complaints of discrimination, sexual or other harassment. If an employee, volunteer, intern, or independent contractor, feels that he or she is being discriminated against or harassed by another employee, a Councilmember, executive, manager, supervisor, volunteer, intern, independent contractor, vendor, visitor or patron, the individual shall immediately report the facts of the incident or incidents and the name(s) of the individual(s) involved to his or her immediate supervisor. If the matter cannot be discussed with the immediate supervisor or the immediate supervisor is the subject of the complaint, the employee shall contact the Director of Human Resources, who will schedule a meeting to discuss the complaint. If the matter cannot be discussed with the Director of Human Resources, the employee shall contact the City Manager, who will schedule a meeting to discuss the complaint.

To submit a complaint with the City related to the Harassment Free Workplace Policy, the best practice is to provide as much information in writing as possible,

including for example what is listed below. If you do not have some of the following information, you may still file a complaint.

- The complaining party's name, department, and position title.
- The name of the person or persons committing the discrimination, harassment (including sexual harassment), and/or retaliation.
- The specific nature of the harassment or discrimination, the period of time of the harassment or discrimination, any employment action, or any other threats made as a result of the harassment or discrimination.
- The name(s) of any witnesses.
- Any documentation or other evidence.
- Whether the complaining party previously reported such discrimination, harassment (including sexual harassment), and/or retaliation, and if so, to whom.

Detailed information outlining the City's prohibition of Discrimination, Harassment, and Retaliation is outlined in the Harassment Free Workplace Policy set forth in the City's Personnel Policies and Procedures and all employees are expected to adhere to the Harassment Free Workplace Policy. Employees are expected to maintain an awareness that violations of this policy can lead to disciplinary action, up to and including termination from City employment.

Employees who believe they have been discriminated, harassed, or retaliated against may, within one year of the conduct, also file a complaint of discrimination with the California Department of Fair Employment and Housing ("DFEH") or the federal Equal Employment Opportunity Commission ("EEOC"). DFEH and/or the EEOC may also investigate and process the complaint.

#### SECTION 9. City's Personnel Policies and Procedures and Standard Operating Procedures.

The City's Personnel Policies and Procedures and Standard Operating Procedures shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

#### SECTION 10. Acting Appointments Policy (I-4)

City Policy I-4, Acting Appointments, shall be amended to establish a 12-month time limit for the position (unless the incumbent is on workers' compensation or other approved leaves, in which case the time limit would not apply)

#### SECTION 11. Performance Evaluation Policy (IV-1)

City Policy IV-1, Performance Evaluation, shall be amended to align performance evaluations with step increases (if the employee has not yet attained the top stop in the salary range) and require them to be completed within sixty (60) days of the due date, or the step increase will be issued without the evaluation, retroactively to the due date (Policy Attached).

#### SECTION 12. Absenteeism Policy (III-8)

City Policy III-8, Absenteeism, shall be amended to add a written reprimand as the first occurrence penalty. All other penalties in the Policy shall remain the same. City agrees to further discuss the discipline levels at the Joint Labor/Management Committee

#### SECTION 13. Schedule Changes

Employees will be given a minimum of 48 hours' notice of schedule changes, unless due to emergency related to public safety, health or welfare. This section shall not apply to those circumstances requiring employee coverage due to unplanned absences.

#### SECTION 14. Safety

The City shall provide proper safety and health equipment with no charge to the employee. This shall include: (1) eye protection, including safety glasses, goggles, and face shields for welding; (2) mouth and breathing protection, including particulate, allergen, and chemical protection; (3) hearing protection, including plugs and covers; (4) gloves, such as outdoor work gloves, welding gloves,



electrical gloves and driving gloves - the City shall also provide alternatives to vinyl or plastic if the employee is allergic to latex; (5) uniforms, including welding protection options and grease splash protection; (6) shoes, depending upon the hazard of the work environment, (7) proper safety sunglasses; (8) and any other safety or health equipment required by law or approved by the City.

The City shall be responsible for providing safe working conditions for employees. Employees shall promptly report any potential safety hazards to their supervisor. The Association shall work with the City to orient and educate employees as to these responsibilities to notify the City of any unsafe working conditions.

## ARTICLE XVI MODIFICATION

### SECTION I. Maintenance of Existing Conditions.

Any employment policies, practices and/or benefits, including the alternative workweek schedule and overtime compensation which were in effect as of October 31, 2000, shall be deemed incorporated into this Memorandum of Understanding, unless otherwise stated herein. Nothing herein shall create a property interest in employment to any part-time non-civil service employee, and does not alter the part-time non-civil service status of the at-will employees. In the event of a conflict between this Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

### SECTION 2. Modification and Waiver.

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

### SECTION 3. Severability.


In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions shall remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

#### SECTION 4. Economic Emergency Re-Opener

Due to the uncertainty surrounding gaming revenues for the City, rising pension liabilities and health care costs, and in order to ensure the City is fiscally viable so that it can honor its current and future commitments to employees, the parties agree that during the term of the Agreement, bargaining shall be re-opened, at the City's option, if it declares an economic emergency. The parties agree that any changes are subject to mutual agreement.


Signatures

AFSCME Local 773/ CCEA


 12/12/19

Laura Logan Date  
President AFSCME Local 773/  
CCEA

City of Commerce

 12/16/19

Edgar Cisneros Date  
City Manager

 12/12/19

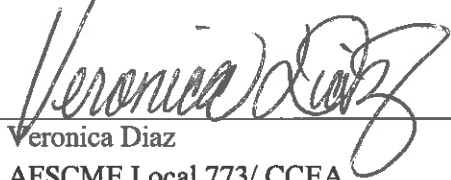
Kevin Larsen Date  
AFSCME Local 773/ CCEA

 12/16/19


Ela Pappo Date  
Director of Human Resources

 12-16-19

Terry Ann Westmore Date  
AFSCME Local 773/ CCEA

 12-16-2019

Veronica Diaz Date  
AFSCME Local 773/ CCEA

 12/12/19

Carlos Grajeda Date  
AFSCME Local 773/ CCEA

 12/12/19

Jeff Bigelow Date  
Chief Negotiator/ AFSCME

City of Commerce  
Table 1 - Schematic of Occupational Job Classes  
P-T Employees Effective July 1, 2019

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
	FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.						
1535	Special Education Reading Coordinator	26.0	\$35.71	\$37.52	\$39.46	\$41.45	\$43.51
1515	Librarian	24.0	\$32.36	\$34.01	\$35.71	\$37.52	\$39.46
1120	Media Specialist	23.5	\$31.61	\$33.19	\$34.89	\$36.62	\$38.49
4115	Community Safety Specialist	23.0	\$30.83	\$32.36	\$34.01	\$35.71	\$37.52
3310	Code Enforcement Officer II	23.0	\$30.83	\$32.36	\$34.01	\$35.71	\$37.52
5652	Boxing Instructor	22.5	\$30.05	\$31.62	\$33.19	\$34.89	\$36.63
4210	Assist Emergency Preparedness Officer	21.5	\$28.61	\$30.05	\$31.62	\$33.19	\$34.89
1320	Fleet Mechanic	21.0	\$27.92	\$29.32	\$30.83	\$32.36	\$34.01
3610	Facility Maintenance Specialist	20.0	\$26.57	\$27.92	\$29.32	\$30.83	\$32.36
1416	Environmental Coordinator	19.5	\$25.93	\$27.23	\$28.61	\$30.05	\$31.61
4116	Community Services Officer	19.0	\$25.29	\$26.57	\$27.92	\$29.32	\$30.83
3510	Permit Technician	19.0	\$25.29	\$26.57	\$27.92	\$29.32	\$30.83
4120	Animal Control Officer	18.5	\$24.67	\$25.93	\$27.23	\$28.61	\$30.05
1325	Bus Operator II	18.5	\$24.67	\$25.93	\$27.23	\$28.61	\$30.05
3315	Code Enforcement Officer I	18.5	\$24.67	\$25.93	\$27.23	\$28.61	\$30.05
5225	Supervising Lifeguard	17.5	\$23.47	\$24.67	\$25.93	\$27.23	\$28.61
1415	Office Specialist	17.0	\$22.92	\$24.07	\$25.29	\$26.57	\$27.92
5715	Park Maintenance Worker	17.0	\$22.92	\$24.07	\$25.29	\$26.57	\$27.92
1545	Library Assistant, Senior Part-Time	17.0	\$22.92	\$24.07	\$25.29	\$26.57	\$27.92
3615	Facility Maintenance Worker	16.5	\$22.36	\$23.47	\$24.67	\$25.93	\$27.23
3715	Painter	16.5	\$22.36	\$23.47	\$24.67	\$25.93	\$27.23
5653	Boxing Assistant Instructor	16.0	\$21.81	\$22.92	\$24.18	\$25.29	\$26.57
2415	Information Technology Technician	16.0	\$21.81	\$22.92	\$24.18	\$25.29	\$26.57
2210	Finance Clerk	15.0	\$20.75	\$21.81	\$22.92	\$24.07	\$25.29
1550	Library Assistant	15.0	\$20.75	\$21.81	\$22.92	\$24.07	\$25.29
1420	Office Assistant, Senior - P/T	15.0	\$20.75	\$21.81	\$22.92	\$24.07	\$25.29
2315	Central Stores Assistant	14.5	\$20.26	\$21.27	\$22.36	\$23.47	\$24.67
5640	Karate Instructor	14.5	\$20.26	\$21.27	\$22.36	\$23.47	\$24.67
5665	Performing Arts Coordinator	14.5	\$20.26	\$21.27	\$22.36	\$23.47	\$24.67
5640	Tap & Ballet Instructor	14.5	\$20.26	\$21.27	\$22.36	\$23.47	\$24.67
3620	Custodian	14.0	\$19.73	\$20.75	\$21.81	\$22.92	\$24.07
5720	Park Maintenance Trainee	14.0	\$19.73	\$20.75	\$21.81	\$22.92	\$24.07
5520	Camp Counselor, Senior	14.0	\$19.73	\$20.75	\$21.81	\$22.92	\$24.07
5227	Assistant Swim Coach	13.5	\$19.28	\$20.26	\$21.27	\$22.36	\$23.47
5226	Assistant Water Polo Coach	13.5	\$19.28	\$20.26	\$21.27	\$22.36	\$23.47
5240	Fitness Attendant	13.5	\$19.28	\$20.26	\$21.27	\$22.36	\$23.47
5230	Instructor Guard	13.5	\$19.28	\$20.26	\$21.27	\$22.36	\$23.47
5625	Recreation Leader, Senior	13.0	\$18.79	\$19.73	\$20.75	\$21.81	\$22.92
5310	Food Services Attendant, Senior	13.0	\$18.79	\$19.73	\$20.75	\$21.81	\$22.92
5640	Class Instructor	12.5	\$18.38	\$19.28	\$20.26	\$21.27	\$22.36
5643	Karate Assistant Instructor	12.5	\$18.38	\$19.28	\$20.26	\$21.27	\$22.36
1330	Transportation Service Worker, Lead	12.5	\$18.38	\$19.28	\$20.26	\$21.27	\$22.36
1331	Transportation Parts Assistant	12.5	\$18.38	\$19.28	\$20.26	\$21.27	\$22.36

City of Commerce  
 Table 1 - Schematic of Occupational Job Classes  
 P-T Employees Effective July 1, 2019

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
	FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.						
1425	Office Assistant	12.0	\$17.90	\$18.79	\$19.73	\$20.75	\$21.81
5235	Lifeguard	11.5	\$17.47	\$18.38	\$19.28	\$20.29	\$21.29
5530	Assistant Camp Cook	10.5	\$16.62	\$17.47	\$18.38	\$19.28	\$20.29
5525	Camp Counselor	10.5	\$16.62	\$17.47	\$18.38	\$19.28	\$20.29
3720	Street Maintenance Helper	10.5	\$16.62	\$17.47	\$18.38	\$19.28	\$20.29
1335	Transportation Service Worker	10.5	\$16.62	\$17.47	\$18.38	\$19.28	\$20.29
5630	Recreation Leader	9.0	\$15.40	\$16.18	\$17.06	\$17.90	\$18.79
5245	Cashier	8.0	\$14.71	\$15.40	\$16.18	\$17.06	\$17.90
1570	Homework Center Helper	8.0	\$14.71	\$15.40	\$16.18	\$17.06	\$17.90
1553	Library Page, Senior	8.0	\$14.71	\$15.40	\$16.18	\$17.06	\$17.90
4133	Community Services Assistant	7.0	\$13.99	\$14.71	\$15.40	\$16.18	\$17.06
5315	Food Services Attendant	6.0	\$13.32	\$13.99	\$14.71	\$15.40	\$16.18
1565	Library Page	6.0	\$13.32	\$13.99	\$14.71	\$15.40	\$16.18
5670	Recreation Aide	6.0	\$13.32	\$13.99	\$14.71	\$15.40	\$16.18
5535	Camp Maintenance Aide	5.5	\$13.00	\$13.68	\$14.34	\$15.07	\$15.86
1135	Reprographics Worker	4.5	\$12.48	\$13.10	\$13.76	\$14.45	\$15.17
5540	Camp Kitchen Aide	4.5	\$12.48	\$13.10	\$13.76	\$14.45	\$15.17
5250	Locker Attendant	4.5	\$12.48	\$13.10	\$13.76	\$14.45	\$15.17

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes**  
**P-T Employees Effective July 1, 2020**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
	FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.						
1535	Special Education Reading Coordinator	26.0	\$36.78	\$38.65	\$40.64	\$42.69	\$44.82
1515	Librarian	24.0	\$33.33	\$35.03	\$36.78	\$38.65	\$40.64
1120	Media Specialist	23.5	\$32.56	\$34.19	\$35.94	\$37.72	\$39.64
4115	Community Safety Specialist	23.0	\$31.75	\$33.33	\$35.03	\$36.78	\$38.65
3310	Code Enforcement Officer II	23.0	\$30.83	\$32.36	\$34.01	\$35.71	\$37.52
5652	Boxing Instructor	22.5	\$30.95	\$32.57	\$34.19	\$35.94	\$37.73
4210	Assist Emergency Preparedness Officer	21.5	\$29.47	\$30.95	\$32.57	\$34.19	\$35.94
1320	Fleet Mechanic	21.0	\$28.76	\$30.20	\$31.75	\$33.33	\$35.03
3610	Facility Maintenance Specialist	20.0	\$27.37	\$28.76	\$30.20	\$31.75	\$33.33
1416	Environmental Coordinator	19.5	\$26.71	\$28.05	\$29.47	\$30.95	\$32.56
4116	Community Services Officer	19.0	\$26.05	\$27.37	\$28.76	\$30.20	\$31.75
3510	Permit Technician	19.0	\$26.05	\$27.37	\$28.76	\$30.20	\$31.75
4120	Animal Control Officer	18.5	\$25.41	\$26.71	\$28.05	\$29.47	\$30.95
1325	Bus Operator II	18.5	\$25.41	\$26.71	\$28.05	\$29.47	\$30.95
3315	Code Enforcement Officer I	18.5	\$25.41	\$26.71	\$28.05	\$29.47	\$30.95
5225	Supervising Lifeguard	17.5	\$24.17	\$25.41	\$26.71	\$28.05	\$29.47
1415	Office Specialist	17.0	\$23.61	\$24.79	\$26.05	\$27.37	\$28.76
5715	Park Maintenance Worker	17.0	\$23.61	\$24.79	\$26.05	\$27.37	\$28.76
1545	Library Assistant, Senior Part-Time	17.0	\$23.61	\$24.79	\$26.05	\$27.37	\$28.76
3615	Facility Maintenance Worker	16.5	\$23.03	\$24.17	\$25.41	\$26.71	\$28.05
3715	Painter	16.5	\$23.03	\$24.17	\$25.41	\$26.71	\$28.05
5653	Boxing Assistant Instructor	16.0	\$22.46	\$23.61	\$24.91	\$26.05	\$27.37
2415	Information Technology Technician	16.0	\$22.46	\$23.61	\$24.91	\$26.05	\$27.37
2210	Finance Clerk	15.0	\$21.37	\$22.46	\$23.61	\$24.79	\$26.05
1550	Library Assistant	15.0	\$21.37	\$22.46	\$23.61	\$24.79	\$26.05
1420	Office Assistant, Senior - P/T	15.0	\$21.37	\$22.46	\$23.61	\$24.79	\$26.05
2315	Central Stores Assistant	14.5	\$20.87	\$21.91	\$23.03	\$24.17	\$25.41
5640	Karate Instructor	14.5	\$20.87	\$21.91	\$23.03	\$24.17	\$25.41
5665	Performing Arts Coordinator	14.5	\$20.87	\$21.91	\$23.03	\$24.17	\$25.41
5640	Tap & Ballet Instructor	14.5	\$20.87	\$21.91	\$23.03	\$24.17	\$25.41
3620	Custodian	14.0	\$20.32	\$21.37	\$22.46	\$23.61	\$24.79
5720	Park Maintenance Trainee	14.0	\$20.32	\$21.37	\$22.46	\$23.61	\$24.79
5520	Camp Counselor, Senior	14.0	\$20.32	\$21.37	\$22.46	\$23.61	\$24.79
5227	Assistant Swim Coach	13.5	\$19.86	\$20.87	\$21.91	\$23.03	\$24.17
5226	Assistant Water Polo Coach	13.5	\$19.86	\$20.87	\$21.91	\$23.03	\$24.17
5240	Fitness Attendant	13.5	\$19.86	\$20.87	\$21.91	\$23.03	\$24.17
5230	Instructor Guard	13.5	\$19.86	\$20.87	\$21.91	\$23.03	\$24.17
5625	Recreation Leader, Senior	13.0	\$19.35	\$20.32	\$21.37	\$22.46	\$23.61
5310	Food Services Attendant, Senior	13.0	\$19.35	\$20.32	\$21.37	\$22.46	\$23.61
5640	Class Instructor	12.5	\$18.93	\$19.86	\$20.87	\$21.91	\$23.03
5643	Karate Assistant Instructor	12.5	\$18.93	\$19.86	\$20.87	\$21.91	\$23.03
1330	Transportation Service Worker, Lead	12.5	\$18.93	\$19.86	\$20.87	\$21.91	\$23.03
1331	Transportation Parts Assistant	12.5	\$18.93	\$19.86	\$20.87	\$21.91	\$23.03
1425	Office Assistant	12.0	\$18.44	\$19.35	\$20.32	\$21.37	\$22.46
5235	Lifeguard	11.5	\$17.99	\$18.93	\$19.86	\$20.90	\$21.93

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes**  
**P-T Employees Effective July 1, 2020**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
	FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.						
5530	Assistant Camp Cook	10.5	\$17.12	\$17.99	\$18.93	\$19.86	\$20.90
5525	Camp Counselor	10.5	\$17.12	\$17.99	\$18.93	\$19.86	\$20.90
3720	Street Maintenance Helper	10.5	\$17.12	\$17.99	\$18.93	\$19.86	\$20.90
1335	Transportation Service Worker	10.5	\$17.12	\$17.99	\$18.93	\$19.86	\$20.90
5630	Recreation Leader	9.0	\$15.86	\$16.67	\$17.57	\$18.44	\$19.35
5245	Cashier	8.0	\$15.15	\$15.86	\$16.67	\$17.57	\$18.44
1570	Homework Center Helper	8.0	\$15.15	\$15.86	\$16.67	\$17.57	\$18.44
1553	Library Page, Senior	8.0	\$15.15	\$15.86	\$16.67	\$17.57	\$18.44
4133	Community Services Assistant	7.0	\$14.41	\$15.15	\$15.86	\$16.67	\$17.57
5315	Food Services Attendant	6.0	\$13.72	\$14.41	\$15.15	\$15.86	\$16.67
1565	Library Page	6.0	\$13.72	\$14.41	\$15.15	\$15.86	\$16.67
5670	Recreation Aide	6.0	\$13.72	\$14.41	\$15.15	\$15.86	\$16.67
5535	Camp Maintenance Aide	5.5	\$13.39	\$14.06	\$14.76	\$15.50	\$16.28
1135	Reprographics Worker	5.5	\$13.39	\$14.06	\$14.76	\$15.50	\$16.28
5540	Camp Kitchen Aide	5.5	\$13.39	\$14.06	\$14.76	\$15.50	\$16.28
5250	Locker Attendant	5.5	\$13.39	\$14.06	\$14.76	\$15.50	\$16.28