AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, November 19, 2019 – 6:30 P.M.

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection in the City Clerk’s Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk’s Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

“Members of the Public are advised that all PAGERS, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES are to be turned off upon entering the City Council Chambers.” If you need to have a discussion with someone in the audience, kindly step out into the lobby.

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screening or yelling during another audience member’s public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Physical or verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person’s or group’s conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)
It should also be noted that any person who WILLFULLY disturbs or breaks up the City Council meeting may be arrested for a misdemeanor offense. (Penal Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

   Council / Agency Member Garcia
   Council / Agency Member Guerrero
   Council / Agency Member Lozoya
   Vice Mayor / Vice Chair Alcantar
   Mayor / Chair Gonzalez

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

   Go Green Consultants, LLC Update

5. PUBLIC COMMENTS

   (Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for three (3) minutes concerning items under the City Council’s jurisdiction, including items on the agenda and closed session items.)

   (Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

   (This is the time for the City Council / Agency to comment on any topics related to “City Business,” including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

7. CITY MANAGER REPORT (information only)
8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)

(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

A. Consideration to Review and Approve the Draft Minutes of November 5, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission (page 7)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for November 5, 2019.

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Consideration to Replace and Supersede Resolution No. 16-01 and Approve a Resolution No. 19-30 Adopting the Memorandum of Understanding (MOU) Between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (CMEA) (July 1, 2019 - June 30, 2022) (page 19)

Presented by Human Resources Manager

Recommendation: The City Council is requested to replace and supersede Resolution 16-01 and adopt Resolution No. 19-30 approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (CMEA) for July 1, 2019 - June 30, 2022.
13. COUNCIL DISCUSSION

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from Bedwell Hall via teleconference. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter the Council Chamber to rejoin the proceedings.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
Title of Employee: City Manager

B. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
City’s Designated Representative: Martin de los Angeles, Deputy City Attorney
Unrepresented Employee: City Manager

C. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees
City’s Designated Representative(s) for Negotiations: City Manager Jose E. Pulido and Special Counsel Oliver Yee
Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

D. Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(2) – Conference with Legal Counsel – Anticipated Litigation

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT
I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 15th day of November 2019

[Signature]

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: November 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk
Subject: Consideration to Review and Approve the Draft Minutes of November 5, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for November 5, 2019.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer; an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later in the 1600’s when early colonist came to America, the office of the Clerk was one of the first offices to be established. Over the years the City Clerk’s office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City’s recorded History.

William Bennett Munro a Canadian historian and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: “No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,
without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together.”

Moving forward to the present time, the City Clerk’s office today is generally responsible for keeping record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a record of the Council’s decisions and actions.

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of November 5, 2019, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

A. Draft Minutes November 5, 2019
B. Resolution No. 16-38, approving the City Clerk’s use of Summary Action Minutes as the Official Record of the City Council proceedings.
MINUTES
CUDAHY CITY COUNCIL REGULAR MEETING and
CITY OF CUDAHY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUDAHY
DEVELOPMENT COMMISSION JOINT MEETING

November 5, 2019 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Gonzalez called the meeting to order at 6:35 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Guerrero
Council / Agency Member Lozoya
Council / Agency Member Garcia (arrived at 8:00 p.m.)
Vice Mayor / Vice Chair Alcantar
Mayor / Chair Gonzalez

ABSENT: None

ALSO PRESENT: City Manager, Jose E. Pulido, City Attorney, Martin de los Angeles,
Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Alcantar.

4. PRESENTATIONS – NONE

Presentation by California Youth Karate Club, Inc.

5. PUBLIC COMMENTS

Lucia Perez, spoke about her experiences as an evicted renter. She argued that 60 days is not enough for a renter to move out to another City. She concluded her comments by asking Council what they will do to protect the community’s renters.

Gustavo Mendez, spoke on behalf of River in Action (RIA). He formally requested the City to co-host a river cleanup event in the City’s river section.

Jessica Prieto, spoke on behalf of Communities for Environmental Justice. She mentioned the numerous regional development projects that will affect the City, and potentially displace a sizable population of the City. She commented that other Cities are currently contemplating imposing temporary rent control measures to protect its renters, and requests that the City Council do the same, considering its substantial working class renter constituents.

Jack Guerrero, spoke against the City’s alleged insufficient internal control environment. He asked the council to cooperate with him to remediate the current ineffective fiscal conditions together. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and
mismanagement, reflecting years of severe financial mismanagement. He further cited the OC Register, reporting on Cudahy for its evaluation by the California State Auditor. He further cited the City developing a remediation plan to address such financial deficiencies including highlighting tasks to be performed as well as milestones and timelines of objectives to be completed, as well as Council preparing periodic updates of implementation progress, all verified by an independent party.

Isidra Leyva, requested Council to adopt the rent control urgency ordinance as people like her are in great need for it.

Cesar, spoke in favor of rent control arguing that current salaries do not match with current rent prices. He spoke against senator Lena Gonzalez, urging to remove corrupt politicians out of office and vote for himself as well as Dr. Rodolfo Cortes and Maria Estrada in office. He further argued that the exide cleanup needs to happen as it affects Cudahy’s constituents. She spoke against the Vice Mayor for supporting the allegedly ineffective rent control state legislation.

Jonathan Jager, spoke on behalf of his non profit law firm. He offered a legal perspective on amending a certain section on urgency ordinance 703 for the sake of clarification.

Roberto Cabrales, commented about the high renter population in the City as well as how they consistently use his organization’s services. He went on to speak in support of the City’s rent stabilization ordinance being discussed tonight, arguing the high levels of renters in the Southeast Los Angeles areas.

Javier Beltran, spoke on behalf of Legal Aid Los Angeles expressing his support of urgency ordinance 703, highlighting the positive effects it would have to alleviate the homeless population, as high rent rates and evictions contribute to homelessness.

Dayana Ortega, spoke in favor of urgency ordinance 703 arguing that many renters are already struggling to pay the rent and regional development projects will only exacerbate the situation.

Maria Guadalupe, spoke in favor of rent control and urgency ordinance 703 emphasizing the importance of rent stabilization to herself as well as many renters throughout Los Angeles.

Edin Enamorado, spoke against the consequences of privatization, and how capitalism has led to skyrocketing rent increases that have substantially affected vulnerable tenants.

Irma Lopez, spoke in favor of urgency ordinance 703 asking for rent control in the City. She commented on the allegedly unfair rules she has to follow as a tenant to avoid getting increased fees from her landlord.

Susie de Santiago, spoke in favor of urgency ordinance 703 asking for rent control in the City. She further asked council to pass the crossing guard agenda item, commenting that this is the second time crossing guard services are cancelled without notice, affecting pedestrian safety. She concluded her comments by asking council to reconsider extending the city manager’s contract.

Javier Flores, thanked Council Members Guerrero and Lozoya for speaking on behalf of Cudahy’s residents. He further asked to clarify how urgency ordinance 703 works, arguing the verbiage in its current state is confusing. He further suggested to freeze rent rates if Council really wants to help the City’s renters. He requested Council to not extend the city manager’s contract, and look for a new city manager, arguing he has not done anything to improve the City. He concluded his comments by telling Council there are capable City residents that can assume position as city manager.
Nancy Meza, spoke in favor of urgency ordinance 703 asking for rent control in the City. She argued that rent control would greatly help the immigrant community in the City as well as throughout Los Angeles.

Maria Guillen, spoke in favor of urgency ordinance 703 asking for rent control in the City. She further commented that the City has an overpopulation problem citing the high volume of apartments, its current parking crisis, and high school attendance. She asked the Council to be more visible in the community and its events, arguing the Council only speaks with the community during election cycles. She spoke against the City’s handling of park access, arguing it is not accessible to City residents and youth due to the high fees that typically are paid by organizations outside the City.

Leticia Guzman, spoke in favor of rent control, telling council that her rent rate has been increasing to the point where it is very difficult to maintain a family as well as pay for rent. She urged Council to support renters in the City.

Kayleigh Wade, spoke in favor of urgency ordinance 703 asking for rent control in the City. She urged Council that adopting ordinance 703 would lead to a spillover effect across Los Angeles.

MAYOR GONZALEZ DIRECTED ITEM 12B TO BE MOVED AFTER CLOSED SESSION WITH NO OPPOSITION

6. CITY COUNCIL COMMENTS

Council Member Guerrero, expressed his sadness with the events in Mexico where a family of nine members were murdered including children. He asked Council to consider closing tonight’s meeting in their memory. He directed staff to add getting an update on the status on the permit approval process for Sagrado Corazon catholic church and some of the upcoming December events in an effort to alleviate tensions between the City’s catholic community and city hall. In Spanish, Mr. Guerrero reiterated against the City’s alleged insufficient internal control environment. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and mismanagement, reflecting years of severe financial mismanagement. He further cited the OC Register, reporting on Cudahy for its evaluation by the California State Auditor. He called for a forensic audit from an impartial third-party state auditor. He asked residents interested in signing a petition calling for an audit from the state auditor to contact him or other watchdog residents in the community. He further asked City staff to explain how it is planning to store cannabis proceeds, explaining such funds cannot be stored at a federally regulated bank.

Vice Mayor Alcantar, thanked those in attendance for coming out. She cited that over the last several years, rent in Cudahy has increased by over 20%, many residents of whom she knows have personally experienced the increase, and the catastrophic impact rent increases have had on the City’s substantial renter population. She went on to give specific examples of rent properties that have substantially increased in rent rates. She concluded her comments by giving personal testimonials of residents who have been greatly affected by increased rents.

Mayor Gonzalez, agreed with the Vice Mayor, commenting the ordinance coincides with legislation that has been approved by neighboring cities in the area. He thanked community members who came out to express their opinions regarding this item tonight. He further suggested residents to take advantage and connect with rent protection non-profit organizations and resources that are available tonight in the Council meeting.

7. CITY MANAGER REPORT (information only)
8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

**Motion:** It was moved by Vice Mayor Alcantar and seconded by Council Member Guerrero to waive the full reading of resolutions and ordinances. The motion carried (4-0-1) by the following roll call vote.

**AYES:** Guerrero, Lozoya, Alcantar, and Gonzalez  
**NOES:** None  
**ABSENT:** Garcia  
**ABSTAIN:** None

10. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A, B, AND D FOR DISCUSSION)

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2019 in the amount of $5,984,107.03

**Motion:** It was moved by Council Member Garcia and seconded by Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2019 in the amount of $5,984,107.03. The motion carried (4-1-0) by the following roll call vote.

**AYES:** Garcia, Lozoya, Alcantar, and Gonzalez  
**NOES:** Guerrero  
**ABSENT:** None  
**ABSTAIN:** None

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of $890,623.88 including Cash and Investment Report by Fund for the month of June 2019.

**Motion:** It was moved by Council Member Garcia and seconded by Mayor Gonzalez to approve the Demands and Payroll in the amount of $890,623.88 including Cash and Investment Report by Fund for the month of June 2019. The motion carried (4-1-0) by the following roll call vote.

**AYES:** Garcia, Lozoya, Alcantar, and Gonzalez  
**NOES:** Guerrero  
**ABSENT:** None  
**ABSTAIN:** None

C. Consideration to Review and Approve the Draft Minutes of October 15, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission
The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for October 15, 2019.

**Motion:** It was moved by Council Member Garcia and seconded by Mayor Gonzalez review and approve the City Council / Successor Agency Draft Minutes for October 15, 2019. The motion carried (5-0-0) by the following roll call vote.

**AYES:** Garcia, Guerrero, Lozoya, Alcantar, and Gonzalez  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**D. Adopt Resolution No. 19-29 Authorizing the City Manager, or Designee, to Submit a Grant Application to the California Department of Housing and Community Development for Planning Grants Program Funding Under Senate Bill 2 (SB 2)**

Presented by the Interim Community Development Manager

The City Council is requested to adopt Resolution No. 19-29, authorizing staff to pursue State Senate Bill 2 (SB 2) grant funding and submit an application (i.e., Development of an Inclusionary Housing Ordinance; and CEQA Streamlining, eliminating the need for project specific review) to the California Department of Housing and Community Development.

**Motion:** It was moved by Mayor Gonzalez and seconded by Council Member Garcia to adopt Resolution No. 19-29, authorizing staff to pursue State Senate Bill 2 (SB 2) grant funding and submit an application (i.e., Development of an Inclusionary Housing Ordinance; and CEQA Streamlining, eliminating the need for project specific review) to the California Department of Housing and Community Development.. The motion carried (3-0-0) by the following roll call vote.

**AYES:** Garcia, Alcantar, and Gonzalez  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** Guerrero and Lozoya

**11. PUBLIC HEARING - NONE**

**12. BUSINESS SESSION**

**A. Approval of a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS)**

Presented by the City Manager

The City Council is requested to approve a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS) utilizing the City of Tracy’s Request for Proposal (RFP) and contract award on May 1, 2019. This PSA if approved by the City Council would be in effect for a three-year commencing July 1, 2019 through June 30, 2022, for a total not to exceed amount of $149,256, subject to City Attorney review and concurrence.

**Motion:** It was motioned by Council Member Garcia and Seconded by Council Member Lozoya to approve a Professional Services Agreement (PSA) for Crossing Guard Services with All City
Management Services (ACMS) utilizing the City of Tracy’s Request for Proposal (RFP) and contract award on May 1, 2019. This PSA if approved by the City Council would be in effect for a three-year commencing July 1, 2019 through June 30, 2022, for a total not to exceed amount of $149,256, subject to City Attorney review and concurrence. The motion carried (5-0-0) by the following roll call vote.

AYES: Garcia, Guerrero, Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

**B. Approval of Fourth Amendment to Extend Existing City Manager Employment Agreement Along with Certain Other Amendments**

Presented by the City Attorney

It is recommended that the City Council approve the attached Fourth Amendment instrument to the City Manager’s Employment Agreement with the City. The attached Fourth Amendment extends the underlying Employment Agreement on a month-to-month basis for a maximum of three (3) months so that the City Council has additional time to consider and approve the terms of a longer-term extension instrument. All other provisions of the Employment Agreement remain the same.

**Motion:** It was motioned by Council Member Garcia and Seconded by Council Member Lozoya to approve the attached Fourth Amendment instrument to the City Manager’s Employment Agreement with the City. The attached Fourth Amendment extends the underlying Employment Agreement on a month-to-month basis for a maximum of three (3) months so that the City Council has additional time to consider and approve the terms of a longer-term extension instrument. All other provisions of the Employment Agreement remain the same. The motion carried (4-0-0) by the following roll call vote.

AYES: Garcia, Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: None
ABSTAIN: Guerrero

**C. Consideration and Adoption of Urgency Ordinance No. 703 Establishing Interim Rent Control Measures for a 45-day Period**

Presented by the City Attorney

It is recommended that the City Council adopt Urgency Ordinance No. 703 establishing interim rent control measures for multi-family properties citywide for a 45-day period with the ability to extend further.

**Motion:** It was motioned by Council Member Garcia and Seconded by Vice Mayor Alcantar to adopt Urgency Ordinance No. 703 establishing interim rent control measures for multi-family properties citywide for a 45-day period with the ability to extend further. The motion carried (3-1-0) by the following roll call vote.

AYES: Garcia, Alcantar, and Gonzalez
NOES: Guerrero
ABSENT: None
ABSTAIN: Lozoya
D. Consideration to Adopt Proposed Urgency Ordinance No. 704 of the City Council of the City of Cudahy Adding Chapter 5.10 to the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

Presented by the City Attorney

The City Council is requested to adopt proposed Urgency Ordinance No. 704 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy.

Motion: It was motioned by Council Member Garcia and Seconded by Vice Mayor Alcantar to adopt proposed Urgency Ordinance No. 704 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy. The motion carried (3-0-0) by the following roll call vote.

AYES: Garcia, Alcantar, and Gonzalez
NOES: None
ABSENT: None
ABSTAIN: Guerrero and Lozoya

13. COUNCIL DISCUSSION

Council Member Garcia

i. Cudahy Skate Park Renovation Project

RECESSED TO CLOSE SESSION AT 9:07 P.M.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
   Title of Employee: City Manager

B. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
   City’s Designated Representative: Victor Ponto, City Attorney
   Unrepresented Employee: City Manager

C. Closed Session Pursuant to Government Code Section 54957 – Public Employee Dismissal/Release

D. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees
   City’s Designated Representative(s) for Negotiations: City Manager Jose E. Pulido and Special Counsel Oliver Yee
   Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

15. CLOSED SESSION ANNOUNCEMENT
Deputy City Attorney Martin de los Angeles reported that for each closed session item, direction was given, no final action was taken.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:27 p.m.

Jose R. Gonzalez
Mayor

ATTEST:

______________________________
Richard Iglesias
Assistant City Clerk
RESOLUTION NO. 16-38


WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City’s Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council’s meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 12th day of December, 2016.
ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA  )  SS:
COUNTY OF LOS ANGELES  )
CITY OF CUDAHY  )

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero
STAFF REPORT

Date: November 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
    By: Jennifer Hernandez, Human Resources Manager

Subject: Consideration to Replace and Supersede Resolution No. 16-01 and Approve a Resolution No. 19-30 Adopting the Memorandum of Understanding (MOU) Between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (CMEA) (July 1, 2019 - June 30, 2022)

RECOMMENDATION

The City Council is requested to replace and supersede Resolution 16-01 and adopt Resolution No. 19-30 approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (CMEA) for July 1, 2019 - June 30, 2022.

BACKGROUND

1. On January 11, 2016, the City Council approved Resolution 16-01 ratifying a Memorandum of Understanding (MOU) between the City of Cudahy and the CMEA for July 1, 2015 through June 30, 2019.

2. On May 28, 2019, the City of Cudahy’s labor negotiation representatives and the CMEA’s labor negotiations team commenced negotiations on a successor MOU.

3. During the months of May through November 2019, several negotiations meetings took place between the City’s labor negotiation representatives and the CMEA’s labor negotiations team to discuss and negotiate the terms of a proposed MOU. During this period, the City’s labor negotiators also reported out progress and received direction from the City Council during Closed Session of most regularly scheduled Council Meetings.
4. On November 7, 2019, the CMEA’s labor negotiations team and the City of Cudahy’s labor negotiations representatives met and reached a tentative agreement for a new proposed MOU for July 1, 2019 to June 30, 2022.

ANALYSIS

The City of Cudahy’s labor negotiation representatives and the CMEA’s labor negotiations team conducted negotiations sessions between the months of May through November 2019. The City and CMEA exchanged approximately 14 proposals and counter-proposals during that time. A tentative agreement on a successor MOU was reached on November 7, 2019.

Major items that have been tentatively agreed upon for the successor MOU are as follows:

- Term – 3 Years; July 1, 2019 – June 30, 2022;

Cost During Contract Period: $10,974

- Short Term Disability Plan (STD) – The City will join a STD plan through carrier Reliance Standard;

Cost During Contract Period: $0

- CalPERS Contribution – A “me too” provision will be included whereby CMEA would receive Employer Paid Member Contributions (EPMC) should any other employee groups prospectively receive the EPMC benefit;

Cost During Contract Period: $0

- Accrual of Sick Leave – Sick Leave will accrue at a rate based upon the current number of hours that employees are regularly scheduled to work during a workday. The current City work schedule would call for accrual of 10 hours per month;

Cost During Contract Period: $23,683

- Holidays – Cesar Chavez Day will be added to the list of paid holidays;

Cost During Contract Period: $9,657

- Salary – All CMEA Members were granted a 7% salary increase over a three-year period (i.e., 2% - July 1, 2019, 2.5% - July 1, 2020, and 2.5% - July 1, 2021);
Annual Cost to City: $13,668 (2019), $17,460 (2020), $17,880 (2021);

Cost During Contract Period: $49,008

- Health Insurance – The City and employees shall equally share the difference between the Blue Shield HMO and Kaiser Permanente HMO Plans, as it corresponds to the employee’s coverage type (i.e., Employee Only, Employee + 1 Dependent, etc.). This shall only occur when an employee opts to receive health coverage under the Blue Shield HMO Plan and when that monthly premium is higher than the Kaiser Permanente HMO plan. Kaiser Permanente HMO coverage shall remain at 100%; and

Cost During Contract Period: $8,278

- Education Incentive: The City is currently reviewing its Education Incentive Policy on a City-wide basis. It intends to provide education incentive in the revised policy in a manner that is consistent across all eligible employee groups.

Cost During Contract Period: To Be Determined (TBD)

The CMEA’s labor negotiations team worked very diligently with the City’s labor negotiations representatives to reach an agreement, which was developed with the intent to maintain a fair and reasonable level of salaries and benefits for CMEA members.

CONCLUSION

The City Council is requested to adopt a resolution, approving the MOU between the City and the CMEA, with a term from July 1, 2019 to June 30, 2022, replacing the previous MOU, which expired on June 30, 2019.

If the MOU is not approved, the terms and conditions of the expired 2015-2019 MOU will remain in place, delaying the implementation of all negotiated tentatively agreed upon terms. The City and CMEA bargaining unit will also continue to pay extra fees for legal representation to complete this process.

FINANCIAL IMPACT

The financial impact of the 2019-2022 MOU is approximately $101,600 over a three-year period to the General Fund, as well as Special Revenue Sources (i.e., Gas Tax).
The City will revisit costs and savings associated with the execution of the MOU during the Mid-Year Fiscal Year 2019-2020 City Budget review process to update departmental appropriations.

**ATTACHMENTS**

A. Resolution No. 16-01, Approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (July 1, 2015 - June 30, 2019).

B. Proposed Resolution Replace and Supersede Resolution No. 16-01 and Approve the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association (July 1, 2019 - June 30, 2022).

C. Draft Memorandum of Understanding between the City of Cudahy and the Cudahy Miscellaneous Employee’s Association for July 1, 2019 – June 30, 2022.
RESOLUTION NO. 16-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CUDAHY REPLACING AND SUPERSEDING
RESOLUTION NO. 15-51 AND ADOPTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF CUDAHY AND THE CUDAHY MISCELLANEOUS
EMPLOYEE’S ASSOCIATION (JULY 1, 2015 – JUNE 30,
2019)

WHEREAS, the City of Cudahy, hereinafter referred to as the “City”, and the Cudahy Miscellaneous Employee’s Association, hereinafter referred to as “CMEA” have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Labor Code §3500; and

WHEREAS, the City and the CMEA have memorialized the agreement in a written Memorandum of Understanding for a four-year term, commencing July 1, 2015 and terminating on June 30, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. This Resolution shall replace and supersede Resolution No. 15-51 and any other Resolution which is in conflict or inconsistent with the provisions of this Resolution.

SECTION 4. The Interim City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 11th day of January, 2016.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk
CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )  SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-01 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of January, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:   Garcia, Hernandez, Markovich
NOES:   Guerrero
ABSTAIN: None
ABSENT: Sanchez

Laura Valdivia
Interim City Clerk
CITY OF CUDAHY
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA
MEYERS - MILIAS - BROWN ACT
JULY 1, 2015 - JUNE 30, 2019
BY AND BETWEEN
THE CUDAHY MISCELLANEOUS EMPLOYEES' ASSOCIATION
AND
THE CITY OF CUDAHY
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This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of request of the Cudahy Miscellaneous Employees' Association. The items in this Agreement are subject to the approval of the City Council of the City of Cudahy and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period July 1, 2015 through June 30, 2019, unless otherwise provided.

RECOGNITION

The City hereby recognizes the Cudahy Miscellaneous Employees' Association as the majority representative of the employee representation unit consisting of the classifications listed in attached Salary Plan, exhibit "A".

Nothing contained herein shall be construed to deny those employees who do not belong to the CMEA from representing themselves.

ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or
representatives shall not enter any work locations without the consent of the City or its authorized representative. Access shall be restricted so as not to interfere with the normal operations of the City or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, conducting elections, and distributing literature, will not be permitted during working hours.

**THE SALARY PLAN**

A. **Salary Increases**

All members shall receive a 3% increase to their base rate effective July 1, 2015; a 3% increase to their base rate effective July 1, 2016; a 2% increase to their base rate effective July 1, 2017, and a 2% increase to their base rate effective July 1, 2018.

B. **The Salary Plan**

The Salary Plan is attached hereto as Exhibit A.

C. **Eligibility for Merit Salary Advancement**

Eligibility for Salary Step Increases

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection below.

2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.

3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.
Qualification for Salary Step Advancement

1. Shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.

2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.

3. If an employee does not receive a merit increase as a result of the performance evaluation, the employee may appeal through the grievance procedure.

D. Merit Evaluation

1. Every employee shall receive an objective, written job performance rating, no sooner than Five (5) weeks before, nor later than five (5) weeks after the completion of the six month probationary period, and annually thereafter but not later than January 31 of each subsequent year, and upon a change of employment status. Nothing in this Section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this Section.

2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.
E. Eligibility for Merit Longevity

Upon approval of the appointing power, regular employees who have completed ten (10) continuous years of service may be eligible to receive merit longevity pay provided that:

1. The employee has maintained eligibility for salary Step J and,

The employee has been evaluated in the tenth year as "Exceeds standards" as defined by a comprehensive rating at or above the middle column of the current reporting form, or the equivalent rating on any revised reporting form. Eligible employees shall be paid, in addition to their respective regular rate of pay, a stipend of 5% of the employee’s base pay rate; and after twenty (20) years, the percentage amount of the stipend shall increase to 7.5% of the employee’s base pay rate.

F. Qualification for Merit Longevity

Merit longevity is to be provided as continuing incentive to career employees. Such payment shall continue with approval of the City Manager, only during such period as an eligible employee continues to "Exceeds standards" as defined above, and shall be terminated by the City Manager when the quality of service, as evidenced by the performance rating of such employee, does not merit such additional compensation.

G. Eligibility for Promotion Increases

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

2. Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion, shall be granted the merit increase prior to the application of provision G.1 of this Section.

H. Acting Pay
An employee who has been designated by the City to serve in an acting capacity for thirty (30) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties, or a stipend of 5% of the employee’s base pay, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification. The City Manager or designee may determine that a position filled pursuant to an acting assignment shall be filled based on a competitive process to afford an equal opportunity for internal/external candidates.

I. Out-Of-Class Pay

The City may temporarily assign employees to work out of classification. The selection of employees for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class stipend of 5% of the employee’s base pay shall be authorized with advance approval by the Department Head, upon consultation and approval from the City Manager or designee, when an employee is designated and scheduled to work in an out of class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave and vacation shall not be considered as days actually worked.

VACATION

A. Basis of Accrual

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

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Hours Per Year</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>80</td>
<td>6.7 Hrs.</td>
</tr>
<tr>
<td>6 -10</td>
<td>120</td>
<td>10.0 Hrs.</td>
</tr>
<tr>
<td>11+</td>
<td>160</td>
<td>13.4 Hrs.</td>
</tr>
</tbody>
</table>
B. **Vacation Accrual**

All employees shall be entitled to accrue vacation earned during two full calendar years of employment. Department Heads shall encourage the taking of accrued vacation leave. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he/she must submit a request in writing to his/her Department Head listing this reason.

The Department Head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Department Head and the City Manager. It is not the intent of this section to penalize an employee who is not able to utilize his/her accumulated vacation because of scheduling problems within the individual department.

Those employees who will have more than two years accumulation of vacation on the books at the end of the fiscal year will be notified two months prior to the end of the fiscal year to reduce their accrued vacation to the two year maximum. At the end of each calendar year, an employee may be entitled to be paid in lieu of accumulated vacation time provided that fifty (50) hours of accrued time remains on the books. A written request must be submitted to the City Manager by December 1 of each calendar year for the amount of hours to be paid in lieu of accumulated time on the books. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the California Probate Code.

C. **Effect of Holiday on Vacation Leave**

In the event one or more authorized municipal holidays fall within a vacation leave, such holiday shall not be charged as vacation leave, but shall be credited as a holiday.

D. **Effect of Leave of Absence on Accrual of Vacation Leave**

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced
proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

E. Compensation for City Work During Vacation Prohibited
Other than “exempt” employees, no person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, during the time of his/her paid vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency and place him/her on regular pay status.

F. Scheduling Vacation
An employee may take his/her annual vacation leave at any time during the year, contingent upon approval by his/her Department Head. An employee shall normally provide two weeks notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances. The Department Head should consider an employee’s length of service when assigning vacation periods. Vacation leave may be taken in a minimum of 30 minute increments.

G. Terminal Vacation Pay
An employee with regular status separating from City service, who has accrued vacation leave, shall be entitled to terminal pay in lieu of such vacation. No leave credit will be earned on terminal leave payments. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

SICK LEAVE

A. Accrual of Sick Leave
Employees shall be granted sick leave with pay at the rate of eight (8) hours for each full month of service, and any sick leave accrued but unused in any year shall be accumulated to a maximum accumulation of 480 hours.
Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or non-job incurred disability, or in the event of a personal necessity, making it impossible for the employee to perform his/her normal work assignments. Sick leave usage for personal necessities other than sickness or disability is allowed to a maximum of twelve (12) days (96 hours) per fiscal year with advanced Department Head approval. Sick leave may also be used for scheduled doctor, dental and optometry appointments, when advanced Department Head approval has been received.

B. Proof of Illness

In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. Sick leave with pay in excess of three (3) consecutive working days shall be granted only after presentation of a written statement by a physician certifying that the employee's condition prevented him/her from performing the duties of the position. Employees shall be required to complete a leave compensation form when returning to work after utilizing sick leave. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head the employee has abused such privileges.

C. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employees' normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen calendar days of such leave. Observed holidays occurring during sick leave shall not be counted as a day of sick leave.
D. Sick Leave Buy-Back
On July 1 of each year, employees may sell back at 50% value of the maximum 96 hours of sick leave that they have accrued but did not utilize during the previous fiscal year. This is subject to the condition that an employee must leave at least 58 hours of sick leave on the books prior to being eligible for any sick leave buy back. Sick leave buy-back shall be based on the employee’s actual rate of pay on June 30 of the fiscal year in which it was accumulated. Employees who are eligible to sell back unused sick leave retain the option of maintaining all or a portion of their accumulated sick leave on the books. Upon retirement from employment with the city, all accumulated sick leave is eligible to be sold back at 50% value of the maximum of 192 hours of sick leave that they have accrued but did not utilize based on the employee's rate of pay at the time of separation.

BEREAVEMENT

Whenever a full-time employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) such person shall be entitled to bereavement leave with pay up to three (3) working days. The employee shall furnish satisfactory evidence of such death or critical illness to his/her Department Head. Bereavement leave shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of critical illness of that same relative has been granted. Absences under this Section shall not be charged against sick leave.

INDUSTRIAL

A. Any employee who is compelled to be absent from duty on account of an on-the-job injury or illness which, by the determination of the Administrative Officer, would be compensated under Worker's Compensation Laws of the State of California had the absence extended to the seventh day or which thereafter is compensated under Workers' Compensation Laws, shall be entitled to receive the difference between any disability compensation due him under Workers' Compensation Laws and his/her salary, provided that such benefits shall not be paid for longer than twelve (12) months in the aggregate for any one such injury or illness.
B. Sick leave shall not be charged during absence as set forth in Section A above.

C. Neither sick leave nor vacation shall be accumulated during absence set forth in Section A above.

D. Any employee who claims or receives the benefits provided in this section shall furnish to the City Manager or designee satisfactory evidence of his/her right to receive such benefits, as well as verification of the amount of the disability compensation he/she has received or is entitled to receive.

**TEMPORARY DISABILITY LEAVE**

Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave, may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credit are exhausted, the remainder of the absence required will be on the basis of leave without pay. If leave without pay is utilized, no accruals of leave or benefits will be credited to the employee. The leave without pay will constitute a break in continuous service with the City, unless the City Manager authorizes otherwise.

**PREGNANCY DISABILITY LEAVE**

Employees may continue in employment during pregnancy, subject to the City Rules and Regulations, and relevant State and Federal Laws. An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.
If pregnancy disability leave is required, the employee shall provide a certificate in writing from a licensed physician which shall advise the City that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

**MILITARY LEAVE**

Military leave with pay shall be granted in accordance with applicable state and federal law.

**JURY DUTY**

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation provided he/she deposits his/her fees for service with the City. Employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty.

**LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay may be made by an employee who has exhausted all accrued leave balances. The City Manager may consider an extended leave of absence as a reasonable accommodation and/or whether such an extended leave of absence would present an undue hardship on the City, following an interactive process when the unpaid leave involves a serious health condition and disability. For non-medical requests, the City Manager will evaluate the nature of the request, and impact on the City, and may grant a non-medical leave of absence not to exceed one year. The procedure in requesting an extension shall be the same as that in requesting the original leave provided that the request for the extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.
HOLIDAYS

A. Designated City Holidays
Every employee shall be entitled to the following paid holidays each year and such other as may be designated by action of the City Council:

1. New Year's Day – January 1
2. The third Monday in January (Martin Luther King Jr. Day)
3. The third Monday in February (Presidents' Day)
4. The last Monday in May (Memorial Day)
5. Independence Day (July 4th)
6. The first Monday in September (Labor Day)
7. Veterans Day- Observed on November 11th
8. Thanksgiving Day
9. Christmas Eve- December 24
10. Christmas Day - December 25
11. One floating holiday.

If the Friday after Thanksgiving or Good Friday fall on a regularly scheduled work day, it shall be considered a designated holiday, Alternatively, if the Friday after Thanksgiving or Good Friday fall on the employees day off, it shall not be considered a designated holiday.

B. Procedure if Holiday Falls on a Sunday
When a designated holiday above (e.g. Veterans Day, Christmas Day, New Year's Day or July 4th) falls on a Sunday, the following Monday shall be treated as a designated holiday.

C. Floating Holidays
Except as provided in Section D below, all floating holidays shall be used in full day increments. Employees will be credited with 10 hours for each floating holiday that he/she is entitled to and will be charged the same 10 hours when he/she uses it. A floating holiday shall be equivalent to one full day off and no additional compensation, or time off, will be granted. Department Head approval of floating holiday leave shall be obtained prior to its use and with no less than 72 hours notice. All accumulated floating holiday hours shall be combined and labeled as vacation hours.
D. **Floating Holiday for New Employees**

Employees hired during the fiscal year shall receive a pro-rated credit for the floating holiday based on date of hire.

**HOURS OF WORK**

Employees shall work a 4/10 work schedule, Monday through Thursday, starting at either 6:30 a.m. and ending at 5:30 p.m. or starting at 7:00 a.m. and ending at 6:00 p.m. The Department Head will consider requests in writing to work alternative work schedules on an individual basis, subject to the approval of the City Manager. Reasonable requests will be approved if such modified schedule will not negatively impact the Department and City Business operations.

**ATTENDANCE**

Employees shall be in attendance at work in accordance with the rules regarding hours of work, holidays, and leaves. Failure on the part of an employee who is absent without leave to return to duty within 24 hours after due notice to return to duty has been issued shall be cause for discipline up to and including termination.

**OVERTIME**

It is the policy of the City of Cudahy to avoid the necessity for overtime work whenever possible. However, in cases of emergency, or whenever public interest or necessity requires, any employee may be directed by designated authority and is expected to perform overtime work. Under such circumstances, management will seek volunteers to perform overtime work. In the event that no volunteers step forward, a draft of employees shall take place and be based upon seniority. All overtime work, with the exception of emergency conditions, must have the approval of the City Manager prior to the actual performance of work. Failure to obtain such approval may subject the employee to disciplinary action up to and including termination. Only non-exempt employees are eligible to receive overtime pay.

Except as stated herein, for all workweeks in which there is no designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City
closure, or by management due to lack of work or an act of God, the employee shall be eligible for overtime pay (time and one half the employee’s regular rate of pay as that term is used in the Fair Labor Standards Act) for time worked over 40 hours per workweek. In a workweek where there is a designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City closure, or by management due to lack of work or an act of God and is thus unable to work their regularly scheduled shift, and the employee has not taken any time off or leave during that same week (e.g. vacation, sick or other personal leave), the employee shall be eligible for overtime pay (time and one half) for time worked beyond the employee’s scheduled shift(s) during that workweek.

A. The City of Cudahy has enacted a special provision internally for non-exempt employees to provide compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half (1 1/2) hours for compensatory time for each hour of overtime worked.

B. Exempt Classified Staff Employees - Are paid a salary that reflects the full responsibility of the position, including being on-call or being called back to work, and are not eligible to receive overtime, On-Call or Call-Back pay.

C. Non-exempt Classified Staff Employees - May be required to be available and/or to work outside the regular schedule. The two types of status and pay related to those circumstances are On-Call (Standby) and Call-Back.

E. Overtime Pay for Saturdays, Sundays and Holidays – When an employee is not regularly scheduled to work on Saturdays and Sundays, the employee shall receive overtime pay (time and one half) for all time worked on those days. When an employee works on a designated City holiday, the employee shall receive overtime pay (time and one half) for all time worked on the holiday.

F. Consent to Work Overtime – The City does not require notice to or consent from employees when scheduling overtime hours. The City shall provide an employee with as much advance notice as possible of a work schedule change in those situations where the City wants to avoid placing an employee into overtime status. This advance scheduling allows the City to avoid the overtime situation by readjusting the workday and by scheduling time off for the employee so that the employee’s time worked does not exceed 40 hours within the workweek.
G. At the City Manager’s Discretion, payment of overtime may be approved on a case by case basis.

**COMPENSATORY TIME OFF**

Compensatory time off is an alternative method of overtime payment to non-exempt employees. In lieu of paying a non-exempt employee for overtime worked, employees may be granted compensatory time off at the overtime rate of one and one half (1 ½) for each hour of overtime worked. Employees shall have the option of receiving overtime pay for any overtime worked. Use of earned compensatory time off must be approved in advance by the Department Head or designee. The maximum accrual limit for compensatory time off is 120 hours.

**ON-CALL (STANDBY) PAY**

On-Call (Standby) status is a designated shift within any 24 consecutive hours. Such shifts may vary in beginning and ending times from department to department, and are subject to change by administrative decision as dictated by work load needs. On-Call shift hours usually coincide with regular shift hours. Any Classified Staff employee may be assigned to an On-Call status, which requires the employee to be accessible, available, and able to report for duty if called.

Department Heads are responsible for determining the need for On-Call availability and for assigning Classified Staff employees to On-Call status. The supervisor of the employee assigned to On-Call status shall maintain a roster of all qualified employees who may be required to be On-Call. An equitable rotation policy shall be followed in requiring employees to be On-Call.

On-Call pay will be provided for assigned On-Call shifts. The minimum On-call pay per 24-hour period shall be 2 hours. These 2 hours shall not be considered towards overtime or compensated time. The employing department will choose a single level of accrued compensatory time that will be provided to all non-exempt employees in On-Call Status.
CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by the department to return to duty following the termination of his/her normal shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of two (2) hours compensation at the overtime rate commencing when he/she reports for duty. A nonexempt Classified Staff employee who is called back to work from On-Call status or otherwise at a time not previously scheduled shall receive compensatory time as follows:

a) A minimum of two (2) hours of compensatory time at rate equal to time and one-half the regular hourly pay rate even when the time actually spent back on the job is less than two (2) hours.
b) Compensatory time for actual hours worked at time and one-half the regular hourly pay rate, if hours worked exceeds two (2).
c) Actual hours worked for Call-Back purposes means only that time spent at the work site. Time spent in route to or from the work site is not included as time worked.
d) Call-Back is mandatory and employee must return to work within a reasonable time frame (2 hours).
e) Employees shall be contacted based on a rotating schedule.

Compensatory time off can only be used in lieu of pay for Call-Back time worked in accordance with Cudahy overtime policies.

BILINGUAL PAY

A. City departments may request a bilingual pay stipend for an employee based on the employee’s use of a non-English language as part of his/her regular job duties. Requests may be made on the basis of oral translation duties only or oral and written translations. Requests
are reviewed by Human Resources to determine whether there is a need for the bilingual skills based on the employee’s job duties. If the request is approved by Human Resources, the employee must pass the examination described below.

B. Human Resources is responsible for the development of examination content and rating criteria to evaluate an employee’s ability to speak or write a non-English language. The examination may be administered by employees who have already been certified in that language, under the direction of Human Resources, or by an outside vendor selected by Human Resources.

C. Approved and certified employees shall be compensated with a bilingual pay stipend in the amount of $75.00 per month for oral translation duties, and $125.00 per month for oral and written translations.

HEALTH INSURANCE

The City shall contribute towards health insurance benefits as listed below:

A) Medical Insurance: the City shall contribute toward the coverage of employees and their dependents in the medical insurance program available through the Public Employee's Retirement System as provided for under the Public Employee's Medical and Hospital Care Act as follows:

Effective Upon MOU Adoption:
The City shall contribute an amount up to 100% of the coverage amount for the Kaiser Permanente plan that corresponds to the employee’s coverage.

B) Dental Insurance: the City shall offer a dental plan for employees and their dependents. The City will contribute towards the purchase of said dental coverage if the employee elects coverage as follows:
Cudahy Miscellaneous Employees’ Association - Memorandum of Understanding 2015-2019

Effective Upon MOU Adoption:
The City shall contribute an amount up to the average amount of the dental plans available that corresponds to the employee’s coverage.

C) Vision Insurance: the city shall offer vision care insurance for employees and their dependents. The City will contribute towards the purchase of said vision care coverage if the employee elects coverage as follows:

Effective Upon MOU Adoption:
The City shall contribute 100% of the coverage amount that corresponds to the employee’s coverage.

D) Life Insurance: the City agrees to provide a term life insurance policy in the amount of $100,000 per employee. The premium for such insurance shall be paid by the City.

E) Disability Insurance: the City will provide a sixty (60) day Long Term Disability policy. 100% of the premium coverage for such insurance shall be paid by the City.

RETIREMENT PLAN

The City contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits.

First Tier Retirement Formula for “Classic Members” – 2.7% at 55 (Effective July 1, 2008)
For unit members covered under the 2.7% at 55 retirement formula, who are defined as “classic members” under the Public Employees’ Pension Reform Act of 2013 (PEPRA) (i.e. not defined as “new members” under Gov. Code section 7522.04(f)):
Effective Upon MOU Adoption – Classic members shall pay 3% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.

Effective July 1, 2016 – Classic members shall pay an additional 3% for a total of 6% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.
Effective July 1, 2017 – Classic members shall pay an additional 2% for a total of 8% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.

Second Tier Retirement Formula for “Classic Members” – 2% at 60 (Effective October 16, 2011)
For unit members covered under the 2% at 60 retirement formula, who are defined as “classic members” under the PEPRA (i.e. not defined as “new members” under Gov. Code section 7522.04(f)), shall be responsible for paying the entire employee’s contribution rate of 7% of “compensation earnable” as defined in Gov. Code section 20636.

Third Tier Retirement Formula for “New Members” – 2% at 62 (Effective January 1, 2013)
Pursuant to Gov. Code section 7522.30, unit members, who are defined as “new members” under PEPRA, Gov. Code section 7522.04(f), shall be responsible for paying the employee contribution of 50% of the total normal cost of the plan, as defined by CalPERS.

EDUCATION INCENTIVE

The City will reimburse employees for 100% of the cost of books, materials, parking and tuition up to a maximum reimbursement equivalent to a part-time Cal State tuition per fiscal year for courses taken at any state college, state university, private university or community college, not to exceed $5,000 per employee per year. Courses must be related to the job, to a potential promotional position, or to general educational requirements as approved by the City Manager upon recommendation of the Department Head. The City Manager or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement.

In order for an employee to be reimbursed for a course, proof of successful completion must first be furnished. In graded courses, a letter grade of "C" or better is required. In a "Pass/Fail" grading system, a "Pass is required. In a "Credit/No Credit" grading system, a "Credit" is required for approval.

Reimbursement for books will not be permitted until proof of successful completion of the course has been furnished. A sales receipt for the purchased books must also be submitted with the request for reimbursement.
Courses from a private university or college may also be considered; however, reimbursement for such courses shall not exceed the amount permitted for a similar course at a state college or university.

The educational reimbursement will be provided upon completion of coursework. The employee must remain employed by the City or the employee must repay the cost based on the following scale:

- 100% of the reimbursement if employee leaves within 6 months,
- 75% of the reimbursement if employee leaves after 6 months,
- 50% of the reimbursement if employee leaves after 12 months,
- 25% of the reimbursement if employee leaves after 18 months,
- 0% of the reimbursement if employee leaves after two years.

**EDUCATIONAL SEMINARS**

Employees wishing to further their education through short-term courses or one-day seminars at City expense may do so but only with written Department Head approval. The department head shall consider the following before granting such approval:

1. Necessity and applicability to the individual.
2. Alternative training methods.
3. Department staffing needs and/or schedules.
4. Amount budgeted for training and education.
5. Fiscal approval by the City Manager.

**PROBATIONARY PERIOD**

A. An original or promotional appointment is an at-will employment, subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for any position up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time with or without cause. During the
probationary period the employee’s supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his/her performance.

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

C. All probationary periods shall extend to the first day of the month following the period of probation.

D. Rejection Following Promotion: Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted unless charges are filed and he/she is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service.

**UNIFORMS**

The City shall purchase uniforms for designated employees as budgeted, but not to exceed $500/year.

**MILEAGE REIMBURSEMENT**

Employees shall be reimbursed for the use of their vehicle for City Business at the allowable rate per mile as stated by the IRS the current rate in effect at the time during the period of this agreement. Employees shall be reimbursed upon submittal of a monthly reimbursement form with Department Head approval.
HOME COMPUTER PURCHASE PROGRAM

The City agrees to provide an employee home computer purchase program in the form of a $3,000, 24-month, interest-free loan. Employees are allowed to purchase a new computer only after the first loan has been paid off. The City reserves the right to determine the details and specific terms of such a program. Should the employee separate from the City prior to paying off the loan, the balance of the loan becomes due and payable immediately.

CELL PHONE STIPEND

Employees who are not issued cell phones by the City and use their personal cell phones for minimal work-related use are eligible to receive a monthly stipend in the amount of $20. Employees who believe they are eligible to receive the stipend shall make a request to the City Manager for the stipend. The City Manager or designee shall then decide whether the employee is eligible for the stipend.

The following City positions are issued cell phones by the City, and employees holding these positions are not eligible to receive the cell phone stipend: Maintenance Leader, Maintenance Supervisor, and Code Enforcement Officer.

TIME OFF FOR EXAMINATION

Any employee classified in competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in competitive service of the City.

SUBSTANCE ABUSE POLICY

The City of Cudahy and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Cudahy. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."
The City of Cudahy and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Cudahy's employees and citizens.

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

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

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

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA).

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

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

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

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

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

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

2. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be subject to disciplinary action, up to and including termination from employment.

As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be approved by the department head based on the availability of meaningful work to meet operational need.

An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.

**PEACEFUL PERFORMANCE**

Apart from and in addition to existing restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the
Association or with any other person or organization. In the event of work stoppage as
enumerated above, the Association, its officers, agents and representatives shall do everything
within their power to end or avert the same. The City reserves its rights to exercise all available
legal and equitable remedies in the event of a violation. Any employee engaging in or assisting
any work stoppage as enumerated above, or refusing to perform duly assigned services in
violation of this Article, shall be subject to discipline up to and including termination. The City
reserves the right to selectively discipline employees hereunder.
It is understood that violation of this Article by the Association will warrant the withdrawal of any
rights, privileges or services provided for in this Agreement and/or legal action by the City of
redress.

The inclusion of this Article in this agreement shall in no way be deemed to stop the City from
seeking any form of legal, equitable, or administrative relief to which it may be entitled during
the term of this agreement.

**GRIEVANCE PERIOD**

A. **Definition of Grievance**

A grievance is an alleged violation of a specific provision of this MOU or the City of Cudahy
Personnel Rules and Regulations that adversely affects the grievant. This grievance procedure
applies to all unit members. The grievance procedure cannot be utilized to challenge the
content of a performance evaluation, a disciplinary action, or rejection from probation.

B. **Statement of Grievance**

The grievance filed by the grievant should include the following information: the date of the
alleged violation; the specific provision(s) of the MOU or personnel rule that were allegedly
violated; a description of all facts regarding how the alleged violation occurred; and a list of all
persons who are witnesses or are involved.

C. **Timelines**

Failure of the City to comply with the time limits of the grievance procedures allows the grievant
to appeal to the next level of review. Failure of the grievant to comply with the time limits of the
grievance procedures constitutes an abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance of a deadline.

D. Grievance Procedure

1. Step One: Informal Resolution with Supervisor – The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 14 calendar days after the event giving rise to grievance has occurred. The supervisor shall attempt to resolve the matter with the employee, and, within a reasonable amount of time, issue a decision on the matter in writing to the employee.

2. Step Two: Department Head – If the employee believes that the grievance has not been resolved through Step One, the employee may submit a written Statement of the Grievance to his/her department head. The employee must submit the Statement of the Grievance within 14 calendar days of receiving the written decision by the immediate supervisor. The department head shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 14 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

3. Step Three: City Manager – If the employee believes that the grievance has not been resolved through Step Two, the employee may appeal the grievance decision of the department head to the City Manager. Such appeal must be filed within 14 calendar days of the date of the department head’s written decision. The City Manager shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 21 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.

E. Representation

A grievant may have a representative of his/her choice at any stage of the grievance procedure, except that the grievant may not be represented by an employee he/she supervises, or by his/her supervisor. The grievant and designated representative of the grievant (if the
representative is a City employee) shall receive release time for the time during grievance meetings. 48 hours prior to the schedule grievance meeting, the grievant shall inform his/her immediate supervisor, department head or City Manager whether he/she shall be represented at the grievance meeting, and shall identify the representative.

F. Withdrawal of Grievance

Any grievance may be withdrawn by the grievant at any time in writing. Withdrawal of a grievance shall be with prejudice and shall remove the right of the grievant to refile the grievance on the same set of facts.

MANAGEMENT FUNCTIONS

1. Manage the City.
2. Scheduling working hours.
3. Establish, modify or change work schedule standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, layoff, or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, and subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character, and use of inventories.
11. Determine financial policy, including accounting procedure.
12. Determine the administrative organization of the City.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work force.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate, or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kind and number of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.
27. Determine the necessary of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in case of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.
30. Determine an on call system for employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

Any dispute arising out of or in any way connected with either the existence of, or the exercise of any of the above described rights of the City is not subject to the grievance provision unless such dispute is otherwise grievable under another Article of this Agreement.

CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of these references, law shall include the Constitution and all
relevant Federal statutes, and all final appellate court decisions on the issue. References contained herein the matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

**FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto, and if required, approved and implemented by the City Council.

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

**SAVINGS CLAUSE**

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal suspended and superseded by such
applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.
For Cudahy Miscellaneous Employees Association

Aracely Villaseñor, CMEA Board

Maria Ibarra, CMEA Board

Aurelio Trujillo, CMEA Board

For the City of Cudahy

Jose Pulido, City Manager

Cristian Markovich, Mayor

ATTEST:

Laura Valdivia, Interim City Clerk
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### Compensation Schedule Effective

**July 1, 2018**

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RESOLUTION NO. 19-30


WHEREAS, the City of Cudahy, hereinafter referred to as the “City”, and the Cudahy Miscellaneous Employee’s Association, hereinafter referred to as “CMEA” have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Labor Code §3500; and

WHEREAS, the City and the CMEA have memorialized the agreement in a written Memorandum of Understanding for a three-year term, commencing July 1, 2019 and terminating on June 30, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. This Resolution shall replace and supersede Resolution No. 16-01 and any other Resolution which is in conflict or inconsistent with the provisions of this Resolution.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of November, 2019.

Jose R. Gonzalez
Mayor
ATTEST:

___________________________
Richard Iglesias
Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 19-30 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 19th day of November, 2019, and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

___________________________
Richard Iglesias
Assistant City Clerk
CITY OF CUADAHY

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE CALIFORNIA

MEYERS - MILIAS - BROWN ACT

JULY 1, 2019 - JUNE 30, 2022

BY AND BETWEEN

THE CUADAHY MISCELLANEOUS EMPLOYEES'
ASSOCIATION

AND

THE CITY OF CUADAHY
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CITY OF CUADAHY
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CUADAHY MISCELLANEOUS EMPLOYEES' ASSOCIATION
AND
THE CITY OF CUADAHY

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of request of the Cudahy Miscellaneous Employees' Association. The items in this Agreement are subject to the approval of the City Council of the City of Cudahy and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period July 1, 2019 through June 30, 2022, unless otherwise provided.

RECOGNITION

The City hereby recognizes the Cudahy Miscellaneous Employees' Association as the majority representative of the employee representation unit consisting of the classifications listed in attached Salary Plan, exhibit "A".

Nothing contained herein shall be construed to deny those employees who do not belong to the CMEA from representing themselves.

ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or
representatives shall not enter any work locations without the consent of the City or its authorized representative. Access shall be restricted so as not to interfere with the normal operations of the City or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, conducting elections, and distributing literature, will not be permitted during working hours.

THE SALARY PLAN

A. Salary Increases

All members shall receive a 2% increase to their base rate effective July 1, 2019; a 2.5% increase to their base rate effective July 1, 2020; and a 2.5% increase to their base rate effective July 1, 2021.

B. The Salary Plan

The Salary Plan is attached hereto as Exhibit A.

C. Eligibility for Merit Salary Advancement

Eligibility for Salary Step Increases

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection below.

2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.

3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee’s position is allocated.
Qualification for Salary Step Advancement

1. Shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.

2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.

3. If an employee does not receive a merit increase as a result of the performance evaluation, the employee may appeal through the grievance procedure.

D. Merit Evaluation

1. Every employee shall receive an objective, written job performance rating, no sooner than Five (5) weeks before, nor later than five (5) weeks after the completion of the six month probationary period, and annually thereafter but not later than January 31 of each subsequent year, and upon a change of employment status. Nothing in this Section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this Section.

2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.
E. Eligibility for Merit Longevity

Upon approval of the appointing power, regular employees who have completed ten (10) continuous years of service may be eligible to receive merit longevity pay provided that:

1. The employee has maintained eligibility for salary Step E and,

The employee has been evaluated in the tenth year as "Exceeds standards" as defined by a comprehensive rating at or above the middle column of the current reporting form, or the equivalent rating on any revised reporting form. Eligible employees shall be paid, in addition to their respective regular rate of pay, a stipend of 5% of the employee’s base pay rate; and after twenty (20) years, the percentage amount of the stipend shall increase to 7.5% of the employee’s base pay rate.

F. Qualification for Merit Longevity

Merit longevity is to be provided as continuing incentive to career employees. Such payment shall continue with approval of the City Manager, only during such period as an eligible employee continues to "Exceeds standards" as defined above, and shall be terminated by the City Manager when the quality of service, as evidenced by the performance rating of such employee, does not merit such additional compensation.

G. Eligibility for Promotion Increases

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

2. Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion, shall be granted the merit increase prior to the application of provision G.1 of this Section.

H. Acting Pay
An employee who has been designated by the City to serve in an acting capacity for thirty (30) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties, or a stipend of 5% of the employee’s base pay, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification. The City Manager or designee may determine that a position filled pursuant to an acting assignment shall be filled based on a competitive process to afford an equal opportunity for internal/external candidates.

I. Out-Of-Class Pay

The City may temporarily assign employees to work out of classification. The selection of employees for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class stipend of 5% of the employee’s base pay shall be authorized with advance approval by the Department Head, upon consultation and approval from the City Manager or designee, when an employee is designated and scheduled to work in an out of class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave and vacation shall not be considered as days actually worked.

VACATION

A. Basis of Accrual

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

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B. **Vacation Accrual**

All employees shall be entitled to accrue vacation earned during two full calendar years of employment. Department Heads shall encourage the taking of accrued vacation leave. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he/she must submit a request in writing to his/her Department Head listing this reason.

The Department Head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Department Head and the City Manager. It is not the intent of this section to penalize an employee who is not able to utilize his/her accumulated vacation because of scheduling problems within the individual department.

Those employees who will have more than two years accumulation of vacation on the books at the end of the fiscal year will be notified two months prior to the end of the fiscal year to reduce their accrued vacation to the two year maximum. At the end of each calendar year, an employee may be entitled to be paid in lieu of accumulated vacation time provided that fifty (50) hours of accrued time remains on the books. A written request must be submitted to the City Manager by December 1 of each calendar year for the amount of hours to be paid in lieu of accumulated time on the books. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the California Probate Code.

C. **Effect of Holiday on Vacation Leave**

In the event one or more authorized municipal holidays fall within a vacation leave, such holiday shall not be charged as vacation leave, but shall be credited as a holiday.

D. **Effect of Leave of Absence on Accrual of Vacation Leave**

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced
proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

E. Compensation for City Work During Vacation Prohibited

Other than “exempt” employees, no person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, during the time of his/her paid vacation leave from City service. This clause shall not limit the City’s right to recall an employee from vacation in the event of an emergency and place him/her on regular pay status.

F. Scheduling Vacation

An employee may take his/her annual vacation leave at any time during the year, contingent upon approval by his/her Department Head. An employee shall normally provide two weeks notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances. The Department Head should consider an employee’s length of service when assigning vacation periods. Vacation leave may be taken in a minimum of 30 minute increments.

G. Terminal Vacation Pay

An employee with regular status separating from City service, who has accrued vacation leave, shall be entitled to terminal pay in lieu of such vacation. No leave credit will be earned on terminal leave payments. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

SICK LEAVE

A. Accrual of Sick Leave

Employees shall be granted sick leave with pay at the rate based on the current number of hours the employee is regularly scheduled to work during a workday. For example, employees who are currently scheduled to work 10 hours during the workday will receive ten (10) hours of
sick leave with pay for each full month of service. Any sick leave accrued but unused in any year shall be accumulated to a maximum accumulation of 480 hours.

Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or non-job incurred disability, or in the event of a personal necessity, making it impossible for the employee to perform his/her normal work assignments. Sick leave usage for personal necessities other than sickness or disability is allowed to a maximum of twelve (12) days (96 hours) per fiscal year with advanced Department Head approval. Sick leave may also be used for scheduled doctor, dental and optometry appointments, when advanced Department Head approval has been received.

B. Proof of Illness

In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. Sick leave with pay in excess of three (3) consecutive working days shall be granted only after presentation of a written statement by a physician certifying that the employee’s condition prevented him/her from performing the duties of the position. Employees shall be required to complete a leave compensation form when returning to work after utilizing sick leave. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head the employee has abused such privileges.

C. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employees' normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen calendar days of such leave. Observed holidays occurring during sick leave shall not be counted as a day of sick leave.
D. Sick Leave Buy-Back
On July 1 of each year, employees may sell back at 50% value of the maximum 96 hours of sick leave that they have accrued but did not utilize during the previous fiscal year. This is subject to the condition that an employee must leave at least 58 hours of sick leave on the books prior to being eligible for any sick leave buy back. Sick leave buy-back shall be based on the employee's actual rate of pay on June 30 of the fiscal year in which it was accumulated. Employees who are eligible to sell back unused sick leave retain the option of maintaining all or a portion of their accumulated sick leave on the books. Upon retirement from employment with the city, all accumulated sick leave is eligible to be sold back at 50% value of the maximum of 192 hours of sick leave that they have accrued but did not utilize based on the employee’s rate of pay at the time of separation.

BEREAVEMENT

Whenever a full-time employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) such person shall be entitled to bereavement leave with pay up to three (3) working days. The employee shall furnish satisfactory evidence of such death or critical illness to his/her Department Head. Bereavement leave shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of critical illness of that same relative has been granted. Absences under this Section shall not be charged against sick leave.

INDUSTRIAL

A. Any employee who is compelled to be absent from duty on account of an on-the-job injury or illness which, by the determination of the Administrative Officer, would be compensated under Worker's Compensation Laws of the State of California had the absence extended to the seventh day or which thereafter is compensated under Workers' Compensation Laws, shall be entitled to receive the difference between any disability compensation due him under Workers' Compensation Laws and his/her salary, provided that such benefits shall not be paid for longer than twelve (12) months in the aggregate for any one such injury or illness.
B. Sick leave shall not be charged during absence as set forth in Section A above.

C. Neither sick leave nor vacation shall be accumulated during absence set forth in Section A above.

D. Any employee who claims or receives the benefits provided in this section shall furnish to the City Manager or designee satisfactory evidence of his/her right to receive such benefits, as well as verification of the amount of the disability compensation he/she has received or is entitled to receive.

**TEMPORARY DISABILITY LEAVE**

Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave, may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credit are exhausted, the remainder of the absence required will be on the basis of leave without pay. If leave without pay is utilized, no accruals of leave or benefits will be credited to the employee. The leave without pay will constitute a break in continuous service with the City, unless the City Manager authorizes otherwise.

**PREGNANCY DISABILITY LEAVE**

Employees may continue in employment during pregnancy, subject to the City Rules and Regulations, and relevant State and Federal Laws. An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.
If pregnancy disability leave is required, the employee shall provide a certificate in writing from a licensed physician which shall advise the City that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

**MILITARY LEAVE**

Military leave with pay shall be granted in accordance with applicable state and federal law.

**JURY DUTY**

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation provided he/she deposits his/her fees for service with the City. Employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty.

**LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay may be made by an employee who has exhausted all accrued leave balances. The City Manager may consider an extended leave of absence as a reasonable accommodation and/or whether such an extended leave of absence would present an undue hardship on the City, following an interactive process when the unpaid leave involves a serious health condition and disability. For non-medical requests, the City Manager will evaluate the nature of the request, and impact on the City, and may grant a non-medical leave of absence not to exceed one year. The procedure in requesting an extension shall be the same as that in requesting the original leave provided that the request for the extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.
HOLIDAYS

A. Designated City Holidays

Every employee shall be entitled to the following paid holidays each year and such other as may be designated by action of the City Council:

1. New Year’s Day – January 1
2. The third Monday in January (Martin Luther King Jr. Day)
3. The third Monday in February (Presidents’ Day)
4. Cesar Chavez Day (March 31)
5. The last Monday in May (Memorial Day)
6. Independence Day (July 4th)
7. The first Monday in September (Labor Day)
8. Veterans Day- Observed on November 11th
9. Thanksgiving Day
10. Christmas Eve- December 24
11. Christmas Day- December 25
12. One floating holiday.

If the Friday after Thanksgiving or Good Friday fall on a regularly scheduled work day, it shall be considered a designated holiday. Alternatively, if the Friday after Thanksgiving or Good Friday fall on the employee’s day off, it shall not be considered a designated holiday.

B. Procedure if Holiday Falls on a Sunday

When a designated holiday above (e.g. Veterans Day, Christmas Day, New Year’s Day or July 4th) falls on a Sunday, the following Monday shall be treated as a designated holiday.

C. Floating Holidays

Except as provided in Section D below, all floating holidays shall be used in full day increments. Employees will be credited with 10 hours for each floating holiday that he/she is entitled to and will be charged the same 10 hours when he/she uses it. A floating holiday shall be equivalent to one full day off and no additional compensation, or time off, will be granted. Department Head approval of floating holiday leave shall be obtained prior to its use and with no less than 72
hours notice. All accumulated floating holiday hours shall be combined and labeled as vacation
hours.

D. Floating Holiday for New Employees
Employees hired during the fiscal year shall receive a pro-rated credit for the floating holiday
based on date of hire.

HOURS OF WORK

Employees shall work a 4/10 work schedule, Monday through Thursday, starting at either 6:30
a.m. and ending at 5:30 p.m. or starting at 7:00 a.m. and ending at 6:00 p.m. The Department
Head will consider requests in writing to work alternative work schedules on an individual basis,
subject to the approval of the City Manager. Reasonable requests will be approved if such
modified schedule will not negatively impact the Department and City Business operations.

ATTENDANCE

Employees shall be in attendance at work in accordance with the rules regarding hours of work,
holidays, and leaves. Failure on the part of an employee who is absent without leave to return
to duty within 24 hours after due notice to return to duty has been issued shall be cause for
discipline up to and including termination.

OVERTIME

It is the policy of the City of Cudahy to avoid the necessity for overtime work whenever possible.
However, in cases of emergency, or whenever public interest or necessity requires, any
employee may be directed by designated authority and is expected to perform overtime work.
Under such circumstances, management will seek volunteers to perform overtime work. In the
event that no volunteers step forward, a draft of employees shall take place and be based upon
seniority. All overtime work, with the exception of emergency conditions, must have the
approval of the City Manager prior to the actual performance of work. Failure to obtain such
approval may subject the employee to disciplinary action up to and including termination. Only
non-exempt employees are eligible to receive overtime pay.
Except as stated herein, for all workweeks in which there is no designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City closure, or by management due to lack of work or an act of God, the employee shall be eligible for overtime pay (time and one half the employee’s regular rate of pay as that term is used in the Fair Labor Standards Act) for time worked over 40 hours per workweek. In a workweek where there is a designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City closure, or by management due to lack of work or an act of God and is thus unable to work their regularly scheduled shift, and the employee has not taken any time off or leave during that same week (e.g. vacation, sick or other personal leave), the employee shall be eligible for overtime pay (time and one half) for time worked beyond the employee’s scheduled shift(s) during that workweek.

A. The City of Cudahy has enacted a special provision internally for non-exempt employees to provide compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half (1 1/2 ) hours for compensatory time for each hour of overtime worked.

B. Exempt Classified Staff Employees - Are paid a salary that reflects the full responsibility of the position, including being on-call or being called back to work, and are not eligible to receive overtime, On-Call or Call-Back pay.

C. Non-exempt Classified Staff Employees - May be required to be available and/or to work outside the regular schedule. The two types of status and pay related to those circumstances are On-Call (Standby) and Call-Back.

E. Overtime Pay for Saturdays, Sundays and Holidays – When an employee is not regularly scheduled to work on Saturdays and Sundays, the employee shall receive overtime pay (time and one half) for all time worked on those days. When an employee works on a designated City holiday, the employee shall receive overtime pay (time and one half) for all time worked on the holiday.

F. Consent to Work Overtime – The City does not require notice to or consent from employees when scheduling overtime hours. The City shall provide an employee with as much advance notice as possible of a work schedule change in those situations where the City wants to avoid placing an employee into overtime status. This advance scheduling allows the City to avoid the
overtime situation by readjusting the workday and by scheduling time off for the employee so that the employee’s time worked does not exceed 40 hours within the workweek.

G. At the City Manager’s Discretion, payment of overtime may be approved on a case by case basis.

**COMPENSATORY TIME OFF**

Compensatory time off is an alternative method of overtime payment to non-exempt employees. In lieu of paying a non-exempt employee for overtime worked, employees may be granted compensatory time off at the overtime rate of one and one half (1 ½) for each hour of overtime worked. Employees shall have the option of receiving overtime pay for any overtime worked. Use of earned compensatory time off must be approved in advance by the Department Head or designee. The maximum accrual limit for compensatory time off is 120 hours.

**ON-CALL (STANDBY) PAY**

On-Call (Standby) status is a designated shift within any 24 consecutive hours. Such shifts may vary in beginning and ending times from department to department, and are subject to change by administrative decision as dictated by work load needs. On-Call shift hours usually coincide with regular shift hours. Any Classified Staff employee may be assigned to an On-Call status, which requires the employee to be accessible, available, and able to report for duty if called.

Department Heads are responsible for determining the need for On-Call availability and for assigning Classified Staff employees to On-Call status. The supervisor of the employee assigned to On-Call status shall maintain a roster of all qualified employees who may be required to be On-Call. An equitable rotation policy shall be followed in requiring employees to be On-Call.

On-Call pay will be provided for assigned On-Call shifts. The minimum On-call pay per 24-hour period shall be 2 hours. These 2 hours shall not be considered towards overtime or
compensated time. The employing department will choose a single level of accrued compensatory time that will be provided to all non-exempt employees in On-Call Status.

**CALL BACK PAY**

Call back duty occurs when an employee is unexpectedly ordered by the department to return to duty following the termination of his/her normal shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of two (2) hours compensation at the overtime rate commencing when he/she reports for duty.

A nonexempt Classified Staff employee who is called back to work from On-Call status or otherwise at a time not previously scheduled shall receive compensatory time as follows:

a) A minimum of two (2) hours of compensatory time at rate equal to time and one-half the regular hourly pay rate even when the time actually spent back on the job is less than two (2) hours.

b) Compensatory time for actual hours worked at time and one-half the regular hourly pay rate, if hours worked exceeds two (2).

c) Actual hours worked for Call-Back purposes means only that time spent at the work site. Time spent in route to or from the work site is not included as time worked.

d) Call-Back is mandatory and employee must return to work within a reasonable time frame (2 hours).

e) Employees shall be contacted based on a rotating schedule.

Compensatory time off can only be used in lieu of pay for Call-Back time worked in accordance with Cudahy overtime policies.

**BILINGUAL PAY**

A. City departments may request a bilingual pay stipend for an employee based on the employee’s use of a non-English language as part of his/her regular job duties. Requests may be made on the basis of oral translation duties only or oral and written translations. Requests
are reviewed by Human Resources to determine whether there is a need for the bilingual skills based on the employee’s job duties. If the request is approved by Human Resources, the employee must pass the examination described below.

B. Human Resources is responsible for the development of examination content and rating criteria to evaluate an employee’s ability to speak or write a non-English language. The examination may be administered by employees who have already been certified in that language, under the direction of Human Resources, or by an outside vendor selected by Human Resources.

C. Approved and certified employees shall be compensated with a bilingual pay stipend in the amount of $75.00 per month for oral translation duties, and $125.00 per month for oral and written translations.

HEALTH INSURANCE

The City shall contribute towards health insurance benefits as listed below:

A) Medical Insurance: the City shall contribute toward the coverage of employees and their dependents in the medical insurance program available through the Public Employee's Retirement System as provided for under the Public Employee's Medical and Hospital Care Act as follows:

**Effective Upon MOU Adoption:**

The City shall contribute an amount up to 100% of the coverage amount for the Kaiser Permanente plan that corresponds to the employee’s coverage. For an employee with Blue Shield insurance, the City and employee shall equally share the difference between the Blue Shield plan and Kaiser Permanente plan monthly premium amount that corresponds to the employee’s coverage where the Blue Shield plan monthly premium is higher than the Kaiser Permanente monthly premium.
B) Dental Insurance: the City shall offer a dental plan for employees and their dependents. The City will contribute towards the purchase of said dental coverage if the employee elects coverage as follows:

**Effective Upon MOU Adoption:**
The City shall contribute an amount up to the average amount of the dental plans available that corresponds to the employee’s coverage.

C) Vision Insurance: the city shall offer vision care insurance for employees and their dependents. The City will contribute towards the purchase of said vision care coverage if the employee elects coverage as follows:

**Effective Upon MOU Adoption:**
The City shall contribute 100% of the coverage amount that corresponds to the employee’s coverage.

D) Life Insurance: the City agrees to provide a term life insurance policy in the amount of $100,000 per employee. The premium for such insurance shall be paid by the City.

E) Disability Insurance: the City will provide a sixty (60) day Long Term Disability policy. 100% of the premium coverage for such insurance shall be paid by the City. Upon execution of the MOU, the City will immediately take steps to join the short-term disability insurance plan proposed and outlined by Keenan Associates as described in attached exhibit “B.”

**RETIREMENT PLAN**

The City contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits.

**First Tier Retirement Formula for “Classic Members” – 2.7% at 55 (Effective July 1, 2008)**
For unit members covered under the 2.7% at 55 retirement formula, who are defined as “classic members” under the Public Employees’ Pension Reform Act of 2013 (PEPRA) (i.e. not defined as “new members” under Gov. Code section 7522.04(f)): 
Effective Upon MOU Adoption – Classic members shall pay 3% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.

Effective July 1, 2016 – Classic members shall pay an additional 3% for a total of 6% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.

Effective July 1, 2017 – Classic members shall pay an additional 2% for a total of 8% of “compensation earnable” as defined in Gov. Code section 20636, representing the members’ employee’s contribution to CalPERS.

Second Tier Retirement Formula for “Classic Members” – 2% at 60 (Effective October 16, 2011)
For unit members covered under the 2% at 60 retirement formula, who are defined as “classic members” under the PEPRA (i.e. not defined as “new members” under Gov. Code section 7522.04(f)), shall be responsible for paying the entire employee’s contribution rate of 7% of “compensation earnable” as defined in Gov. Code section 20636.

Third Tier Retirement Formula for “New Members” – 2% at 62 (Effective January 1, 2013)
Pursuant to Gov. Code section 7522.30, unit members, who are defined as “new members” under PEPRA, Gov. Code section 7522.04(f), shall be responsible for paying the employee contribution of 50% of the total normal cost of the plan, as defined by CalPERS.

**EDUCATION INCENTIVE**

The City will reimburse employees for 100% of the cost of books, materials, parking and tuition up to a maximum reimbursement equivalent to a part-time Cal State tuition per fiscal year for courses taken at any state college, state university, private university or community college, not to exceed $5,000 per employee per year. Courses must be related to the job, to a potential promotional position, or to general educational requirements as approved by the City Manager upon recommendation of the Department Head. The City Manager or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement.
In order for an employee to be reimbursed for a course, proof of successful completion must first be furnished. In graded courses, a letter grade of "C" or better is required. In a "Pass/Fail" grading system, a "Pass" is required. In a "Credit/No Credit" grading system, a "Credit" is required for approval.

Reimbursement for books will not be permitted until proof of successful completion of the course has been furnished. A sales receipt for the purchased books must also be submitted with the request for reimbursement.

Courses from a private university or college may also be considered; however, reimbursement for such courses shall not exceed the amount permitted for a similar course at a state college or university.

The educational reimbursement will be provided upon completion of coursework. The employee must remain employed by the City or the employee must repay the cost based on the following scale:

- 100% of the reimbursement if employee leaves within 6 months,
- 75% of the reimbursement if employee leaves after 6 months,
- 50% of the reimbursement if employee leaves after 12 months,
- 25% of the reimbursement if employee leaves after 18 months,
- 0% of the reimbursement if employee leaves after two years.

The City is currently reviewing its education incentive policy City-wide. The City intends on providing the education incentive in a manner that is consistent across eligible employee groups. The CMEA may reopen negotiations during the term of the MOU as to the education incentive.

**EDUCATIONAL SEMINARS**

Employees wishing to further their education through short-term courses or one-day seminars at City expense may do so but only with written Department Head approval. The department head shall consider the following before granting such approval:
1. Necessity and applicability to the individual.
2. Alternative training methods.
3. Department staffing needs and/or schedules.
4. Amount budgeted for training and education.
5. Fiscal approval by the City Manager.

**PROBATIONARY PERIOD**

A. An original or promotional appointment is an at-will employment, subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for any position up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time with or without cause. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his/her performance.

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

C. All probationary periods shall extend to the first day of the month following the period of probation.

D. Rejection Following Promotion: Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted.
unless charges are filed and he/she is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service.

UNIFORMS

The City shall purchase uniforms for designated employees as budgeted, but not to exceed $500/year.

MILEAGE REIMBURSEMENT

Employees shall be reimbursed for the use of their vehicle for City Business at the allowable rate per mile as stated by the IRS the current rate in effect at the time during the period of this agreement. Employees shall be reimbursed upon submittal of a monthly reimbursement form with Department Head approval.

HOME COMPUTER PURCHASE PROGRAM

The City agrees to provide an employee home computer purchase program in the form of a $3,000, 24-month, interest-free loan. Employees are allowed to purchase a new computer only after the first loan has been paid off. The City reserves the right to determine the details and specific terms of such a program. Should the employee separate from the City prior to paying off the loan, the balance of the loan becomes due and payable immediately.

CELL PHONE STIPEND

Employees who are not issued cell phones by the City and use their personal cell phones for minimal work-related use are eligible to receive a monthly stipend in the amount of $20. Employees who believe they are eligible to receive the stipend shall make a request to the City Manager for the stipend. The City Manager or designee shall then decide whether the employee is eligible for the stipend.

The following City positions are issued cell phones by the City, and employees holding these positions are not eligible to receive the cell phone stipend: Maintenance Leader, Maintenance Supervisor, and Code Enforcement Officer.
TIME OFF FOR EXAMINATION

Any employee classified in competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in competitive service of the City.

SUBSTANCE ABUSE POLICY

The City of Cudahy and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Cudahy. The possession, use or sale of an illegal drug or alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

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

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

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

B. When reasonable suspicion exists that the employee is under the influence of drugs or alcohol on the job, the City may require an employee to submit to a drug/alcohol examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.
1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA).

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

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

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

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

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

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

2. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be subject to disciplinary action, up to and including termination from employment.

As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be
approved by the department head based on the availability of meaningful work to meet operational need.

An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee’s medical plan, are the ultimate responsibility of the employee.

PEACEFUL PERFORMANCE

Apart from and in addition to existing restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. The City reserves its rights to exercise all available legal and equitable remedies in the event of a violation. Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the City of redress.

The inclusion of this Article in this agreement shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this agreement.

GRIEVANCE PERIOD

A. Definition of Grievance
A grievance is an alleged violation of a specific provision of this MOU or the City of Cudahy Personnel Rules and Regulations that adversely affects the grievant. This grievance procedure applies to all unit members. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, a disciplinary action, or rejection from probation.

B. Statement of Grievance
The grievance filed by the grievant should include the following information: the date of the alleged violation; the specific provision(s) of the MOU or personnel rule that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved.

C. Timelines
Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes an abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance of a deadline.

D. Grievance Procedure
1. Step One: Informal Resolution with Supervisor – The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 14 calendar days after the event giving rise to grievance has occurred. The supervisor shall attempt to resolve the matter with the employee, and, within a reasonable amount of time, issue a decision on the matter in writing to the employee.

2. Step Two: Department Head – If the employee believes that the grievance has not been resolved through Step One, the employee may submit a written Statement of the Grievance to his/her department head. The employee must submit the Statement of the Grievance within 14 calendar days of receiving the written decision by the immediate supervisor. The department head shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 14 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.
3. Step Three: City Manager – If the employee believes that the grievance has not been resolved through Step Two, the employee may appeal the grievance decision of the department head to the City Manager. Such appeal must be filed within 14 calendar days of the date of the department head’s written decision. The City Manager shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 21 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.

E. Representation

A grievant may have a representative of his/her choice at any stage of the grievance procedure, except that the grievant may not be represented by an employee he/she supervises, or by his/her supervisor. The grievant and designated representative of the grievant (if the representative is a City employee) shall receive release time for the time during grievance meetings. 48 hours prior to the schedule grievance meeting, the grievant shall inform his/her immediate supervisor, department head or City Manager whether he/she shall be represented at the grievance meeting, and shall identify the representative.

F. Withdrawal of Grievance

Any grievance may be withdrawn by the grievant at any time in writing. Withdrawal of a grievance shall be with prejudice and shall remove the right of the grievant to refile the grievance on the same set of facts.

MANAGEMENT FUNCTIONS

1. Manage the City.
2. Scheduling working hours.
3. Establish, modify or change work schedule standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, layoff, or discharge any employee.

6. Determine the location of any new facilities, buildings, departments, divisions or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, and subdivisions thereof.

7. Determine services to be rendered.

8. Determine the layout of buildings and equipment and materials to be used therein.

9. Determine processes, techniques, methods, and means of performing work.

10. Determine the size, character, and use of inventories.

11. Determine financial policy, including accounting procedure.

12. Determine the administrative organization of the City.

13. Determine selection, promotion, or transfer of employees.

14. Determine the size and characteristics of the work force.

15. Determine the allocation and assignment of work force.

16. Determine policy affecting the selection of new employees.

17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.

18. Determine administration of discipline.

19. Determine control and use of City property, materials and equipment.

20. Schedule work periods and determine the number and duration of work periods.

21. Establish, modify, eliminate, or enforce rules and regulations.

22. Place work with outside firms.

23. Determine the kind and number of personnel necessary.

24. Determine the methods and means by which such operations are to be conducted.

25. Require employees, where necessary, to take in-service training courses during working hours.

26. Determine duties to be included in any job classification.

27. Determine the necessary of overtime and the amount of overtime required.

28. Take any necessary action to carry out the mission of the City in case of an emergency.

29. Prescribe a uniform dress to be worn by designated employees.

30. Determine an on call system for employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of
judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

Any dispute arising out of or in any way connected with either the existence of, or the exercise of any of the above described rights of the City is not subject to the grievance provision unless such dispute is otherwise grievable under another Article of this Agreement.

CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of these references, law shall include the Constitution and all relevant Federal statutes, and all final appellate court decisions on the issue. References contained herein the matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.
Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto, and if required, approved and implemented by the City Council.

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

**SAVINGS CLAUSE**

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

For Cudahy Miscellaneous Employees Association

For the City of Cudahy

____________________________
Aracely Villaseñor, CMEA Board

Jose Pulido, City Manager

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Ruben Vasquez, CMEA Board

Jose Gonzalez, Mayor

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Aurelio Trujillo, CMEA Board

34
Raul Mazariegos, CMEA Board

ATTEST:

Richard Iglesias, Assistant City Clerk
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**July 1, 2019**

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**July 1, 2021**

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City of Cudahy  
Short-Term and Long-Term Disability  
Effective: January 1, 2020

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**General Plan Information**
- **Elimination Period**
  - Accident: 14 days
  - Sickness: 14 days
- **Benefit Percentage**: 66.67%
- **Weekly Benefit Maximum**: $2,309
- **Maximum Period of Payment**: 180 days

**Rate Structure**
- **STD Volume Benefit**: $13,857
- **STD Premium (Monthly, per $10)**: $0.00
- **STD Premium**: $304.85
- **Total Annual Premium**: $0.00 $3,658.16