



MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ARTESIA
AND
THE AMERICAN FEDERATION OF STATE, CITY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 1520, COUNCIL 36 GENERAL UNIT

7/1/2025-06/30/2029



DEFINITIONS

CLASSIFICATION: A position or group of positions sufficiently similar in respect to authority, duties and responsibilities that the same descriptive classification title is assigned.

DAY: When City Hall is open, unless an employee is assigned to an alternative work schedule.

DEPARTMENT: Any one of the departments of the City's organizational structure managed by a Manager, Director, Deputy City Manager or the City Manager.

DOMESTIC PARTNERSHIP: As defined in the California Family Code Section 297, two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual care and that meet the conditions and/or requirements of Section 297.

EMPLOYEE: An individual who has been selected, is compensated through the City payroll, and appointed to a City classification.

FULL TIME: A period of forty (40) hours of work time per work week in increments of eight (8), nine (9) or ten (10) hours per shift.

IMMEDIATE FAMILY: Immediate Family shall include the employee's and the employee's spouse or domestic partner, their parent, grandparent, foster-parent, sibling, step-sibling, spouse, domestic partner, child, stepchild, or grandchild.

LEAVE: Authorized time away from work granted to an employee in accordance with the policies and provisions outlined in this Memorandum of Understanding, applicable City policies, and state or federal laws. Leave may include, but is not limited to, vacation, sick leave, holiday leave, bereavement leave, jury duty, and other approved absences.

PAY PERIOD: A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

POSITION: Authority, duties, and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SENIORITY: A status acquired by an employee based upon the employee's original date of hire into a classification, in the bargaining unit. Seniority does not accrue while an employee is in an unpaid status.

UNIT MEMBER: An individual compensated through the City payroll, appointed to a City classification and designated to be within this Bargaining unit for labor bargaining purposes.

UNION BUSINESS: Legitimate business activities involved in representing bargaining unit members such as attending union meetings, conferences, trainings and meetings with represented employees to discuss collective bargaining matters. It does not include any events

or activities that are primarily social, athletic, fundraising or recreational in nature, which are not on city-time. The latter would require an employee to use personal leave.

WORKING OUT OF CLASS ASSIGNMENT: On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their *assigned* permanent classification.

WORKDAY: A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

WORKWEEK: A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays).

WORK SCHEDULE: A full-time work schedule is a 40 hour per workweek schedule consisting of: 1) Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or 2) Ten (10) hours in a workday for four (4) consecutive workdays within a workweek. 3) Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director or Manager of the Unit members, Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME AND THE CITY OF ARTESIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the CITY OF ARTESIA ("City") and the AMERICAN FEDERATION of STATE, CITY, and MUNICIPAL EMPLOYEES, AFL-CIO, Local 1520, Council 36, General Unit (hereinafter "AFSCME" or "Union").

IT IS AGREED between the City and the Union that the provisions of this MOU shall not be binding on the parties until the MOU is ratified and adopted by resolution of the Artesia City Council.

ARTICLE I. RECOGNITION

- A. The City of Artesia ("City") recognizes the American Federation of State, City, and Municipal Employees, AFL-CIO, Local 1520, Council 36, General Unit (hereinafter "AFSCME" or "Union") as the exclusive bargaining agent for all regular full-time and part-time employees employed by the City in the classifications referenced in Appendix "A" of this MOU subject to the applicable provisions of the law. "Regular full-time and part-time employees" shall include but not be limited to all represented employees of the City in the job classifications listed in Appendix "A", including newly created classifications, and all regular full-time and part-time employees of the City. Management, unrepresented, seasonal, temporary, or at-will employees shall not be subject to this MOU. The City shall meet and confer on the salary rate and family of jobs for all newly created represented classifications.

Whenever the word "employees" is used in this agreement it shall mean the regular full-time and part-time employees in the bargaining unit as described above. Whenever the words "temporary employee" or "seasonal employee" are used, they shall mean a person(s) hired to do work that would normally be performed by employees in this bargaining unit and whose employment shall be limited to a specified period as described herein.

- B. No temporary employee shall work in the same capacity and perform continuous service for more than six (6) months for a total of 960 hours in a calendar year. If a Department Head has unusual circumstances that warrant employment of a temporary employee for a longer period, such as when the employee is grant funded, the Department Head may seek approval from the City Manager prior to the temporary employee's completion of 960 hours of work. Any request to extend the service shall set forth a justification to include the hire date of the temporary employee, and the number of hours requested in the extension. The Union shall be notified of the City Manager's decision to grant or deny extended service.
- C. No work normally performed by an employee covered by this agreement shall be contracted out until AFSCME and the City have met and conferred regarding the impact of contracted out work of the employees. The City shall make every effort to avoid the transfer, demotion, or layoff of employees that may result from the City contracting out work. The City shall, where possible, offer employees a transfer or demotion to a vacant

position for which the employee is qualified, before laying off the employee from City service.

Also, no employee who has been employed by the City for more than 10 years shall be laid off because of contracting out.

- D. Whenever the word "seniority" is used in this agreement, it shall mean Citywide Seniority.

ARTICLE II. TERM OF MEMORANDUM OF UNDERSTANDING

The Term of this MOU shall be from July 1, 2025 through June 30, 2029. The benefits provided under this MOU shall not be retroactive from the date of execution unless explicitly provided as such.

ARTICLE III. NONDISCRIMINATION

The City and Union recognize the right of the employees to form, join or participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. No employee shall be intimidated, coerced, restrained or discriminated against by the City or the Union in any manner which is unlawful pursuant to state or federal law. This article is not to be subject to the Grievance Procedure.

The City and the Union agree that no employee will be promoted, demoted, transferred, bypassed for promotion, disciplined, or discharged or in any way discriminated against because of race, color, sex, age, national origin, disability, political or religious opinions or affiliations, or any other classification protected by Federal or State law. The City and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with State or Federal anti-discrimination laws. Equal employment opportunities will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

ARTICLE IV. FULL UNDERSTANDING

This MOU contains all the covenants, stipulations, and provisions agreed upon by the parties. Any prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained in the MOU are hereby superseded or terminated in their entirety.

For the life of this MOU, the Union and the City mutually agree that to reopen negotiations with respect to any subject or matter covered in this MOU requires mutual consent by both parties. Without such mutual consent, the parties shall not be required to meet and confer regarding the same.

ARTICLE V. CITY'S RIGHTS AND RESPONSIBILITIES

SECTION 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management as allowed by law, unless modified by this Memorandum of Understanding. The rights of the City include, but are not limited to, the exclusive right to:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
- C. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which City operations are to be conducted
- G. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
- H. To determine the size and composition of the workforce.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish hours of work and change work schedules and assignments
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote or otherwise discipline employees in accordance with the City Personnel Rules and Regulations.
- M. To determine job classification, assign positions to job classifications, to reclassify employees without competition as long as the employees are qualified and employment laws are followed, to create new classification positions, and/or salary ranges as needed, to underfill any allocated position.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding and City Personnel Rules and Regulations.

- O. To determine policies, procedures and the standards for selection, training and promotion of employees.
- P. To establish and manage employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and manage employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith
- S. To take all necessary action to carry out the mission of the City in emergencies.

SECTION 2. Where management makes any changes in working conditions because of Federal and State Law requirements, the City shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of Law, whenever the contemplated exercise of management's rights shall impact a significant number of employees included in this unit, the City agrees to meet and confer with the Union on all matters relating to employment conditions and employer-employee relations including wages, hours and other terms and conditions of employment of employees within this unit unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding. Nothing in this Article is intended to modify the City's obligations under the Meyers-Milias Brown Act.

ARTICLE VI. NOTIFICATION OF JOB CLASSIFICATION CHANGES

The City shall notify the Union or the affected employee(s) with a copy of any proposed changes in any job description for existing classifications represented by the Union no less than ten (10) working days prior to final approval.

ARTICLE VII. ACTING PAY

WORKING OUT OF CLASS AND PROVISIONAL ASSIGNMENTS

The City may assign employees to work out of class or grant provisional assignments based on operational needs. Employees assigned to perform duties of a higher-level classification may be eligible for a temporary pay increase after completing 15 calendar days in the higher-level role.

If the out-of-class assignment is assumed to last 15 calendar days or longer, the Human Resources Manager may authorize a pay adjustment effective the first day the higher-level duties are assigned.

All requests for working out of class or provisional assignments should be submitted in advance and require approval by the Human Resources Manager prior to the assignment beginning.

Audit Provision for Unapproved Assignments

If an employee is directed or permitted to assume the duties of a higher classification without prior Human Resources approval, the employee may request that Human Resources conduct an audit of the duties performed. If the audit confirms that the employee was assigned and performed duties of a higher classification for a period of 15 calendar days or more, the Human Resources Manager may authorize retroactive pay at the appropriate higher-level rate.

Compensation

Employees approved for working out of class or provisional assignments will receive a pay adjustment as follows:

- The employee's salary shall be adjusted to Step A of the higher classification's salary range; or
- If the employee's current salary exceeds Step A, they shall receive a minimum five percent (5%) increase, not to exceed the top step of the higher classification's salary range.

ARTICLE VIII. CHANGE IN WORK SCHEDULE

Permanent changes to an employee's work schedule will be made after a notice of ten work days to the employee.

ARTICLE IX. COMPENSATION

Step Advancement

Employees shall receive a step advancement on their anniversary date within their current position unless they receive an unsatisfactory evaluation.

Salary

- A. Employees shall receive a salary as set forth in the Salary Schedule attached to this Resolution as Appendix "B" which is incorporated herein by reference.
- B. The City shall apply Cost of Living Increases to the classifications assigned to this unit in the following manner:
 1. 3% effective July 1, 2026
 2. 3% effective July 1, 2027
 3. 3% effective July 1, 2028

4. This provision shall not apply to Part-time positions. Part-time positions will receive adjustments in accordance with Los Angeles County minimum wage.
- C. All positions within the City shall be appropriately classified to reflect their assigned duties, responsibilities, and qualifications. Proper classification ensures fairness, transparency, and compliance with applicable laws and policies, including equal pay for equal work.
 - D. The City recognizes that employees may occasionally need to use their own vehicles for City-related work and ensures fair compensation for such use. Employees must obtain prior authorization from their supervisor or department head to use their personal vehicle for City business. Personal vehicle use is permitted only when a City-owned vehicle is not available or when it is deemed more efficient or practical.

Employees authorized to use their personal vehicles for City business shall be reimbursed at the current mileage rate established by the Internal Revenue Service (IRS). This rate is intended to cover the costs of fuel, maintenance, insurance, and general wear and tear. Reimbursement applies only to mileage incurred for official City business. Travel between the employee's home and primary work location is not eligible for reimbursement.

E. Education Reimbursement

The City offers a discretionary Education Reimbursement Program to assist eligible employees in pursuing City-related courses, degree programs, or vocational training that enhances their skills and benefits the City's operations.

Eligibility

1. Employee Eligibility:
 - This program is available exclusively to permanent, full-time, non-probationary employees of the City.
 - Employees must be in good standing at the time of application and throughout the reimbursement process (they cannot be on an active performance improvement plan, and their most recent evaluation overall rating must be satisfactory or above).
2. Course Eligibility:
 - Courses, degree programs, or vocational training must be directly related to the employee's current role, enhance their job performance, or align with the City's operational needs.
 - Approval is required **prior** to the employee beginning the course or training.

3. Benefit Details

Maximum Reimbursement:

- Employees may be reimbursed for eligible education expenses up to a maximum of \$3,000.00 per fiscal year.
- This maximum includes both education reimbursement and student loan repayment.

Discretionary Nature:

- This benefit is discretionary and subject to available funds and approval by the City Manager and the Human Resources Manager.

Grade Requirements:

- For courses where grades of A-F are assigned, a grade of C or better is required for reimbursement eligibility.

Documentation:

- Employees must provide written evidence of successful course completion, such as transcripts, certificates, or other official documentation.

Reimbursement Exclusions:

- If an employee is terminated for poor performance or misconduct or resigns prior to the reimbursement being processed, the City is not obligated to provide payment under this program.

4. Application Process

Pre-Approval Required:

- Employees must submit an Education Reimbursement Request form to the Human Resources Department detailing the course, institution, costs, and relevance to their position.
- Both the City Manager and the Human Resources Manager must approve the request in writing before the course begins.

5. Reimbursement Claims:

- Upon successful completion of the course, employees must submit all required documentation, including proof of grade or completion and itemized receipts, to the Finance Manager for processing.
- Approved reimbursements will be processed in accordance with the City's payroll or accounts payable schedule.

6. General Provisions

- Participation in this program does not guarantee advancement, promotion, or any changes to the employee's role or salary.

- Employees are responsible for any costs that exceed the \$3,000.00 annual limit or are not covered by the program.

F. Bilingual Pay

Qualified employees who are requested/desired by the City to use bilingual skills during their scheduled work hours, may be entitled to bilingual pay, provided that such employee shall first demonstrate a language proficiency, in any language designated by their Manager as a high need area which requires bilingual skills.

1. Use of bilingual skills shall include substantial time spent translating, answering phone calls, speaking, or writing in a language other than English, during the course of work. The employee is entitled to receive bilingual pay on a recurring basis over their regular salary of \$125 per month for providing both written and verbal bilingual communication and \$100 if only verbal. Eligible employees must have passed a proficiency examination as determined by Human Resources. If the employee is unsuccessful in demonstrating proficiency, they may retest 90 days after their last proficiency exam.
2. The City may determine the number of employees designated to provide translation service per designated language. Upon an employee's promotion, lateral transfer or demotion, the request to use bilingual skills will be reviewed by Human Resources per the operational needs of the City.
3. The Human Resources Manager shall review any requests made by employees that meet the customer service needs of the City. Consideration will be given to the employee worksite and how many other employees at the worksite have been assigned to provide bilingual services. Consideration will only be given to languages such as Spanish, Tagalog and Khmer and other languages as assigned that are spoken regularly during the course of work. The Human Resources Division has the discretion to limit the number of employees that are assigned to perform this function.
4. The parties agree that to the extent permitted by law, the parties understand that bilingual pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571 (a)(4) Special Assignment Pay as bilingual premium. The parties acknowledge that the City cannot guarantee that CalPERS will continue to designate bilingual pay and that the parties are bound by CalPERS' determination.

G. Uniforms and Footwear for Public Works, Parks and Recreation, Code, and Parking Divisions

1. Initial Uniform Issuance:

Employees in the Public Works, Parks and Recreation, Code Compliance, and Parking Enforcement Divisions will receive uniforms in the following manner at the time of hire:

- Full-time employees receive 5 complete sets of uniforms
- Part-time employees receive 3 complete sets of uniforms
- A complete set of uniforms consists of both shirts and pants or shorts

- a) After the initial uniform issuance, new uniforms will be provided to employees during the first quarter of every fiscal year.
- b) The department manager will review and authorize uniform replacements due to wear or damage outside of the above schedule and order them as they deem necessary.

2. Footwear Provision

a) Initial Footwear Issuance:

Employees required to wear boots as part of their assigned uniform will be provided with one pair of boots at the time of hire, the cost of which will not exceed \$200. Should an employee wish to purchase boots which meet the City standards in excess of that amount, any amount exceeding \$200 will be at the responsibility of the employee.

- b) A new pair of boots will be provided to such employees annually in November.
- c) Boots must include a safety toe and comply with all established safety standards.

3. Alternative Attire for Code Officers

Code Officers may wear business casual attire in place of the assigned uniform, provided it meets departmental guidelines for professional appearance.

4. General Provisions

- A. Employees are responsible for maintaining their uniforms and footwear in good condition.
- B. Uniforms and footwear provided by the City remain the property of the City and must be returned upon separation of employment.
- C. The City reserves the right to update uniform and footwear standards as necessary to ensure compliance with safety and professional requirements.

ARTICLE X. OTHER COMPENSATION

Deferred Compensation

The City has adopted a 457(b) Deferred Compensation Plan ("457(b) Plan") under which all City employees are eligible to participate. The City will not make any matching contributions to the 457(b) Plan. The City has also adopted a 401(a) Deferred Compensation Plan ("401(a) Plan"). The 401(a) Plan terms will provide for a City matching contribution to be made on behalf of each employee, on a dollar-for-dollar basis, for the first three percent (3%) of each employee's base compensation that the employee contributed to the 457(b) Plan, up to a cumulative aggregate of \$20,000 for all participating bargaining unit members per calendar year.

Health Reimbursement Account

The City will provide each benefit-eligible employee with \$800 per calendar year in the form of a Health Reimbursement Account (HRA). This benefit will be administered in accordance with all applicable rules and regulations governing Health Reimbursement Accounts. Employees are encouraged to review these rules to understand the eligible expenses and requirements for reimbursement.

ARTICLE XI. RETIREMENT

- A. Employees of the City of Artesia shall be fully responsible for paying 100% of the employee contribution toward their CalPERS retirement. The required contribution rate is determined based on the employee's membership date with CalPERS:
1. Classic Members (employees who became CalPERS members before January 1, 2013): The employee contribution rate is currently set at 7% of pensionable compensation as of the date this MOU was entered.
 2. PEPRA Members (employees who became CalPERS members on or after January 1, 2013): The employee contribution rate is currently set at 7.75% of pensionable compensation as of the date this MOU was entered.

*These rates are subject to change based on CalPERS regulations, and employees are responsible for ensuring timely payment of their contributions through payroll deductions.

B. Retirement Formula

1. Tier I — 2% at 60 — All "classic" employees covered under this provision of this MOU shall have their final percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 21354.3 of the Public Employees Retirement Law (2% at 60).
2. Tier II — 2% at 62 - All employees covered under this provision of this MOU hired on or after January 1, 2013, shall have their final percentage of final compensation to be provided for each year of credited prior and current service determined in accordance with Section 7522.20 of the Public Employees Retirement Law (2% at 62) based on Article 4. California Public Employee's Pension Reform Act of 2013.

C. Employer Medical Contributions for Retirees

1. Employees who retire from the City during the term of this agreement shall receive a monthly employer contribution for medical and dental coverage equivalent to the employer contribution for then-current employees at the same level of coverage, as required by Government Code section 22892.
2. Adjustments for Tier Changes:
 - a) If a retiree removes a dependent from medical coverage resulting in a tier change (e.g., Family tier reduced to Employee + 1), the retiree's monthly employer contribution for medical and dental coverage will be reduced to match the employer contribution for then-current employees in the new tier.
 - b) A retiree will not receive an increase in the City's monthly contribution as a result of a change in dependents, except as required by Government Code section 22892, to ensure that the employer contribution is equal for both current employees and retirees in the same tier.
 - c) If a retiree's circumstances change and additional coverage is needed (e.g., Employee + 1 increased to Family tier), the retiree will continue to receive the employer contribution based on the tier they were in at retirement, subject to any adjustments required by Government Code section 22892. The retiree will not be entitled to receive the employer contribution for a higher tier.

D. Medicare and Dependent Coverage

1. Retirees must apply for Medicare upon reaching eligibility.
2. Dependent coverage will end based on policy age limits as outlined in the applicable medical and dental insurance plans.
3. Employees must work for the City for at least ten consecutive years and retire from the City in order for the employee to be eligible for retiree medical benefits and shall receive the PEMHCA Minimum Employer Contribution pursuant to California Government Code section 22892.
4. All Benefits end once the employee is eligible for Medicare.

ARTICLE XII. ACTIVE EMPLOYEE HEALTH BENEFITS

SECTION 1: Health Benefits.

The City will contribute an amount equal to the Region 3, CalPERS "Kaiser tier" level of benefits based on the eligible Bargaining Unit employee's designated level of coverage (i.e., single, two-party, family). To the extent that said City contribution is in excess of the actual premium due for an employee, the employee may designate the excess to be used for payment of dental and/or vision premiums. Any excess amount cannot be cashed out or used for any other purpose.

If an employee needs to change their coverage due to a change in family status (e.g., single to single +1 or single +1 to family), appropriate documentation for the change must be received by the Human Resources Department. Following receipt and approval of the documentation, the City will contribute up to the next level in the employee's current elected plan.

SECTION 2: Opt-Out Compensation for Benefits

Employees who choose not to enroll in the City of Artesia’s medical, dental, and vision benefit plans shall receive \$400 per month as compensation. Employees wishing to opt out must provide proof to Human Resources of alternate coverage that meets the minimum essential coverage requirements under the Affordable Care Act (ACA) and complete any required opt-out documentation.

SECTION 3. Disability

All active, full-time employees regularly working 30 or more hours per week are provided with non-participating group long-term and short-term disability insurance, effective the first day of the month following their hire date.

Long Term Disability

The coverage amount is 66 2/3% of the employee's basic monthly earnings, excluding overtime, up to a maximum monthly benefit of \$6,000.

Short Term Disability

The coverage amount is 66 2/3% of the employee's basic weekly earnings, excluding overtime, up to a maximum weekly benefit of \$1,385.

Benefit payments are subject to all provisions of the master policy.

SECTION 4. Life Insurance

The City shall provide \$100,000 of life insurance to employees. In addition, employees may use cafeteria benefits to purchase life insurance up to \$50,000. Employees may purchase additional life insurance in \$10,000 increments at their own expense.—Employees may purchase life insurance for their dependents at their own expense.

ARTICLE XIII. VACATION

A. Vacation Accrual Policy: All full-time employees shall accrue vacation time as follows:

Years of Eligible Service	Monthly Accrual Rate
0 through 5	6.6667 hours/month
6 through 15	10 hours/month
16 + years	8 additional hours/year for each year of service, up to a maximum of 13.3333 hours/month.

B. General Vacation Policies

1. Accrual and Eligibility:

- Employees must accrue vacation time before becoming eligible to use it.
- Vacation leave may only be taken with the approval of the department head.
- Vacation leave must be requested and approved prior to the planned time off.

2. Maximum Accrual:

- Employees may not take vacation exceeding the maximum hours accumulated at any given time.

3. Accrual During Paid Status:

- Vacation leave accrues only when an employee is in a paid status.

4. Part-Time Employee Accrual:

- Benefited part-time employees who reach 1,000 hours in a fiscal year are eligible to earn vacation time going forward, starting from the point they reach 1,000 hours.
- Vacation accrual rates will follow the City of Artesia's Personnel Rules and Regulations.

5. Initial Usage Restrictions:

- Accrued vacation leave cannot be used until the employee has completed six (6) months of active service.

C. Vacation Leave Maximum Accrual

Establishment of Maximum Leave Balance. Current employees may only accrue vacation leave up to a balance of 320 hours.

Upon resignation, layoff, termination, or death, all accrued vacation leave shall be paid out in full to the employee at their regular rate of pay. Payment will be issued no later than the next payroll cycle following the employee's resignation, layoff, or termination.

In the event of the employee's death, the payment will be made to the designated beneficiary on record or, if no beneficiary is designated, to the employee's estate.

ARTICLE XIV. HOLIDAYS

A. The City shall observe the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day

4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day

*Any additional holidays declared by the Mayor

- i. Designation of Holidays for Holiday Office Closure. Effective January 1, 2026, City of Artesia offices shall be closed for a designated period during the week between the Christmas and the New Year holidays, as determined by the annual holiday schedule attached as Exhibit "C" and incorporated herein. Employees will be paid three (3) days of holiday pay for the closure period.
- ii. Essential Personnel: Employees whose roles are deemed essential and require their presence during the designated closure period shall be notified by their department head. Such employees will receive an equal amount of holidays for use at an alternative time, subject to prior approval (example: If employee is scheduled to work one day during the holiday closure, the employee would receive one holiday for use). Such time must be used within the six months following the holiday closure and not later than June 30th of the current fiscal year.
- iii. Department heads and supervisors are responsible for ensuring compliance with this policy and coordinating any necessary staffing adjustments. Questions regarding the holidays should be directed to the Human Resources Department.

B. Birthday Floating Holiday

Effective January 1, 2026, full-time employees will receive one (1) floating holiday each year, paid at 8 or 9 hours of straight time, depending on the employee's assigned schedule. This floating holiday must be used within the employee's birthday month and will be forfeited if not used by the last day of that month.

C. Holiday Pay

1. Full-Time Employees:
 - o Employees working a "regular" 8-hour schedule will receive 8 hours of holiday pay.

- Employees working a "9/80" schedule will receive 9 hours of holiday pay, except when the holiday falls on their scheduled 8-hour Friday, in which case they will receive 8 hours of holiday pay.
- 2. Part-Time, Permanent Unbenefited Employees:
 - Will receive 4 hours of regular pay for Christmas and New Years Day only.
- 3. Temporary employees are not eligible to receive holiday pay.

D. Holiday Observance

1. When a holiday falls on a Saturday, the preceding workday will be observed as the holiday.
2. When a holiday falls on a Sunday, the following workday will be observed as the holiday.

E. Work on Holidays

1. Memorial Day, Independence Day, Labor Day, and Veteran's Day:
 - Full-time and part-time benefited employees authorized to work on these holidays will be compensated at double time for the actual hours worked.
2. All Other Holidays:
 - Full-time and part-time benefited employees authorized to work will be compensated at 1.5 times their regular pay for the hours worked, in addition to 8 or 9 hours of regular holiday pay.
3. Part-Time Unbenefited Employees:
 - Those authorized to work on Christmas will be compensated at 1.5 times their regular pay for the hours worked.

F. Holiday Work Assignment

1. Seniority will be used when assigning part-time employees to work during holidays.
2. By job title, employees will be asked in seniority order if they wish to volunteer for holiday work.
3. If there are insufficient volunteers, employees will be assigned in reverse seniority order by job title.

ARTICLE XVI. LEAVES

SECTION 1. Sick Leave

A. Sick Leave Accrual

1. Full-Time Employees
 - Full-time employees shall accrue 8 hours of paid sick leave per month when in paid status.

- Employees unable to report to work due to personal illness, injury, or the illness/injury of an immediate family member must notify their supervisor no later than 30 minutes prior to their scheduled start time, or as soon as possible in the event of an emergency.

2. Part-Time/Temporary Employees

- Part-time/Temporary employees will be provided with 5 days (40 hours) of paid sick leave each fiscal year.
 - Unused sick leave may carry over to the next fiscal year, with a maximum accrual cap of 48 hours.
 - Sick leave usage is limited to 40 hours in any fiscal year.
 - Sick leave is not payable upon separation from employment.

B. Permissible Uses of Sick Leave

Sick leave may be used for:

1. Personal illness, injury, or disability.
2. Medical or dental appointments.
3. Care for a sick child, parent, spouse, registered domestic partner, designated person, or other family member as defined by California Labor Code Section 233 (up to 50% of annual accrued sick leave may be used for this purpose).
4. Pregnancy-related complications, delivery, and recovery.
5. Other qualifying events authorized under state law.

C. Extended Illness or Injury

1. Employees anticipating an extended absence of five (5) days or more may be required to submit a physician's statement detailing:
 - The estimated length of absence.
 - Any job restrictions or light-duty requirements.
 - The employee's ability to safely return to work.
2. FMLA, CFRA and sick leave will run concurrently where applicable.

D. Exhaustion of Sick Leave

- E. Employees who exhaust their sick leave due to an extended illness or injury may use accrued vacation, compensatory time, or holiday leave as applicable.

Sick leave shall not be abused. The City reserves the right to require a satisfactory statement of a licensed physician in the event of suspected abuse when an employee misses work due to an illness, injury, or disability. The Human Resources Manager may

require a written statement from the attending physician or dentist to establish that the employee is or was incapacitated and unable to perform their duties or that the employee is capable of and released to return to the performance of all of the duties of their position. The physician's statement must verify that an injury or disability existed, its beginning and ending dates and/or the employee's ability to return to work without presenting an immediate and significant risk to his/her own health or safety of others any other requirements in accordance with the City's Sick Leave policy located in the Personnel Rules and Regulations. Abuse of sick leave shall be subject to progressive discipline.

Management may not require doctor's verification for sick leave of less than three (3) days unless sick leave abuse is strongly suspected and reasonably demonstrated.

- F. City holidays occurring during sick leave shall not be counted as days of sick leave.
- G. Employees may only accrue sick leave up to a maximum of 400 hours.
- H. Sick leave accruals will be modified or suspended as necessary to ensure that the maximum balance does not exceed these stipulated caps.

SECTION 2. Sick Leave Maximum Accrual and Cash Out

Current full-time employees may only accrue sick leave up to a maximum sick leave balance of 400 hours.

A. Sick Leave Bank Y:

1. This bank was established for employees hired on or before April 30, 2015 who had a sick leave balance as of June 30, 2015. For those employees with hours in Sick Leave Bank Y as of June 30, 2025, the City shall cash out those hours at 100% of the Fiscal Year 2025-26 salary rate in the first available pay period of the next fiscal year.
2. The goal of this cash out program is to ensure the Sick Leave Bank Y is eliminated and all hours are cashed out.

3. Sick Leave Bank Y – Employees hired prior to 2015

Upon termination, layoff or retirement the City shall pay 50% of any remaining balance in Sick Leave Bank New.

4. Sick Leave Bank Y – Employees hired post 2015

Upon termination, layoff or retirement, new employees shall not be entitled to cash compensation for unused sick leave.

SECTION 3. Jury Duty

An employee summoned for mandatory jury duty during normal working hours is considered on duty and will receive their regular salary, provided:

- A. Any jury fees received by the employee are remitted to the City.
- B. Paid jury duty leave is limited to a maximum of thirty (30) days. The employee must present evidence of jury duty attendance to the City. On days when the employee is excused from jury duty or jury duty does not conflict with their work schedule, the employee must report to work. A certificate of mandatory jury service must be submitted to the Personnel Office to be eligible for compensation.

SECTION 4. Bereavement Leave

Full-time employees are entitled to up to five (5) days of bereavement leave with pay upon the death of the following family members:

- A. Parent (including stepparent, Mother and Father of spouse or registered domestic partner)
- B. Spouse or registered domestic partner
- C. Child (including stepchild, son-in-law, or daughter-in-law)
- D. Sibling (including brother-in-law or sister-in-law of spouse or registered domestic partner)
- E. Grandparent or grandchild
- F. Court-appointed guardian or other verifiable guardian (subject to approval by the Human Resources Manager)
 - 1. If an employee is required to work while on bereavement leave, that work shall be compensated as overtime.

G. Extended Family Members:

Full-time employees are entitled to two (2) days of bereavement leave with pay upon the death of the following family members:

1. Aunt or uncle
2. Niece or nephew

Bereavement leave with pay is not deducted from sick leave. Full-time employees may use accrued vacation or compensatory time to supplement bereavement leave, subject to prior approval.

SECTION 5. Personal Leave Without Pay

When an employee exhausts all sick leave, other available leave balances, such as compensatory time and vacation time, must be used. Only after all leave balances are exhausted may an employee apply for leave without pay. Personal leave without pay may only be granted by the City Manager.

ARTICLE XVII. HOURS AND OVERTIME

- A. The regular workday for full-time employees shall be eight (8) hours, five (5) days a week, Monday through Friday, except for employees in the Recreation Department and employees working in Code Compliance Officer or Parking Enforcement Officer classifications. The regular workweek shall be forty (40) hours.
- B. Calculated eligibility for overtime shall be based on the FLSA definition (more than 40 hours of "actual work" in a week). In determining overtime, vacation, paid holidays, and compensatory time off taken during the week shall be considered as hours worked. Any other leaves of absence shall not be considered as hours worked for the purpose of calculating overtime. All employees shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Department Head or designee, may require such service from any of said employees.
- C. The City and the Union agree that this section is not intended to prevent the City and its employees from mutually agreeing to alternative work schedules such as 4 days/10 hours per day, 9/80 work schedules or flexible schedules throughout the workweek. The City and the Union further agree that if such voluntary schedule is worked out between the City and the Union for employees covered by this agreement, then there shall be no mandatory overtime payments for hours worked over 40 in a workweek. The City and the employee can agree to an alternative work schedule as referenced above.
- D. Employees who are requested by the City to be on standby shall receive four (4) hours of regular pay for every 24 hours on standby. Employees on standby must be able to report to the City within 30 minutes of the time the call is received by the employee.

For all other employees, not on standby, there shall be a minimum guarantee of two (2) hours pay when reporting to work.

- E. Each employee shall receive a lunch period in accordance with State law. Such lunch period shall be uninterrupted, whenever possible.
- F. If mutually agreed to by the employee and the City Manager, the employee may receive "compensatory time" as time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work. There shall absolutely be no coercion used to obtain mutual agreement. Requests for the use of accumulated compensatory time off shall be reasonably honored, taking into consideration the needs of the department.
- G. "Compensatory Time" shall be earned and paid at time and a half (1 1/2) for each hour worked.
- H. "Compensatory Time" accumulation shall not exceed at any time 240 hours annually (calendar year) and may only carry forward a maximum of 80 hours of compensatory time into the next calendar year. Payouts shall be made annually in December of each year.
- I. When employees compete for available overtime opportunities, such overtime shall be rotated in seniority order, provided that the employee is capable of performing the work. Overtime declined, with at least 48 hours advance notice, shall count as overtime worked for purposes of honoring the rotation system, but shall not be paid.
- J. If employees decline the City's request to work overtime, the City may assign overtime in reverse order of seniority.

ARTICLE XVIII. LAYOFF, RECALLS & RESIGNATIONS

SECTION 1. Layoffs

If the City determines it is necessary to lay off employees, the following order will apply within the affected job family, as referenced in Appendix B:

A. Order of Layoff:

Seasonal, temporary, and part-time employees working 18 hours or less per week, as well as contract employees performing work within the family, shall be laid off first. After the layoff of seasonal, temporary, and part-time employees working 18 hours or less per week, as well as contract employees performing work within the job family, layoffs shall proceed in the following order:

1. Probationary Employees: Probationary employees within the affected job classification shall be laid off next.
2. Regular Employees by Seniority: Regular full-time and part-time employees shall be laid off based on seniority within the affected classification, with the least senior employees laid off first. Seniority shall be determined by total length of continuous service with the City.

This provision does not apply to contract employees performing work not typically assigned to bargaining unit members.

B. Displacement ("Bumping"):

A laid off or displaced employee may displace ("bump") another employee in seniority order under the following conditions:

- Lateral Movement: Into a classification within the same job family and bargaining unit.
- Downward Movement: Into a lower-paid classification within the job family and bargaining unit.
- Prior Classification: Into a classification previously held in another job family (e.g., an employee who previously worked in another department in a position represented by the Union) within the same bargaining unit.
- An employee may not "bump" into a higher classification.
- Step Placement for "Bumping": When an employee bumps into a lower-paid classification within the job family or a classification of previous standing, they will receive a step placement in the new salary range that results in the smallest decrease in pay.
- Notification: Employees must notify the City within 48 hours of receiving a layoff notice if they intend to exercise bumping rights.

C. Notice of Layoff:

- Employees who are laid off will receive at least 30 calendar days' written notice before the effective layoff date.
- If 30 days' written notice is not provided, employees will receive 30 days of severance pay in lieu of notice.
- Written notices will also be promptly provided to the Union President.

Benefits will continue through the natural expiration of the 30-day notice period, regardless of whether notice or severance pay is provided.

SECTION 2. Recall and Reinstatement

A. Recall Order

- Recall from layoff will occur in seniority order within the job family.
- Seasonal, temporary, and part-time employees working 18 hours or less per week will be recalled only after previously laid-off full-time employees in the affected department have been offered reinstatement.

B. Reinstatement

1. In accordance with the City Personnel Rules and Regulations:
 - Employees may be reinstated within two (2) years if they possess the qualifications, availability, and experience required for the position.
 - Examinations may be waived for reinstatement to the same position, provided the employee meets the qualifications based on merit.
2. Reinstated employees will be considered new appointees with no entitlement to benefits accrued during prior employment but will receive seniority credit for previous service.
3. Reinstated employees will be subject to the same benefits, terms, and conditions as new employees.

C. Work Hours and Uniform Requirements

Employees will assume the work hours and uniform or work attire requirements of the position they acquire through these layoff provisions.

SECTION 3. Resignation

A. Resignation

If an employee resigns and is rehired into the same classification within 30 calendar days of their last paid day, they will retain the following:

- Seniority
 - Title
 - Step placement
 - Vacation accrual rate
 - Anniversary date
 - All other service-based benefits under this agreement
- This process will be deemed "reinstatement" by the City.

B. Exclusions

Employees assigned to the Managers and Supervisors bargaining unit are not permitted to bump into positions covered by this MOU.

ARTICLE XIX: TRANSFER, PROMOTION, AND DEMOTION

A. General Provisions

Transfers, promotions, and demotions shall be conducted in accordance with the City's Personnel Rules and Regulations, applicable state and federal employment laws, and in the best interest of the City's operations. Selection and promotion processes may include any combination of the following:

- Written examinations

- Oral interviews
- Performance evaluations
- Assessment of education, certifications, training, and work experience

Preference shall be given to veterans in accordance with applicable laws.

B. Promotion

Creation and Use: Promotional lists may be created and utilized to fill vacancies within the City at the discretion of the Human Resources Manager.

1. Job Posting and Recruitment

- **Announcement:** New employment opportunities will be announced to provide current employees an opportunity to apply. Job postings are displayed on the City's website and sent via email communications.
- **Posting Period:** Job announcements are posted for a defined period, established by the Human Resources Department, to ensure all eligible employees have time to apply.

2. Eligibility Requirements

- **Qualifications:** Candidates must meet the minimum qualifications outlined in the job description, including education, certification, training, and experience requirements.
- **Performance History:** Past performance evaluations, attendance records, and disciplinary history may be reviewed as part of the eligibility criteria.

3. Selection Process

The selection process will be established by the Human Resources Department in accordance with the required job functions.

4. Ranking and Certification

- **Eligible Lists:** A ranked list of eligible candidates is created based on the results of the selection process. In the absence of recall rights, the hiring authority may also consider legitimate transfer or demotion requests along with promotional list candidates.
- **Candidate Selection:** For each vacancy, the hiring authority is provided the names of the top three ranked promotional and open candidates (or additional names for multiple vacancies). The final selection is made from this list.

5. Final Approval and Offer

- **Final Decision:** The selecting authority reviews the candidates and makes the final decision, subject to approval by the Human Resources Manager.

- Job Offer: A formal offer or offer of promotion is extended to the selected candidate, including details of the new role, salary, and effective start date.

6. Salary and Step Placement

- Compensation Adjustment: Employees promoted to a higher classification are placed at the first salary step that provides at least a 5% increase in pay.
- Step Increases: Step advancements follow the timeline outlined in the City's Personnel Rules and Regulations, occurring on the anniversary date of promotion and annually thereafter, contingent on satisfactory performance.
- Step Placement Guarantee: No employee shall be placed off-step or outside of the range assigned to the new classification.

7. Probationary Period After Promotion

- Evaluation Period: Promoted employees are required to serve a probationary period of one year, during which their performance in the new role is assessed.

8. Professional Development

The City shall provide in-service workshops and training opportunities for employees to support their development and readiness for promotional opportunities.

C. Demotion

1. Definition of Demotion

A demotion is the involuntary reduction of an employee's classification to a lower salary grade or position. A demotion may be initiated by the City for reasons including, but not limited to, job performance issues, restructuring, or failure to meet the qualifications required for the current position.

2. Conditions for Demotion

Demotions shall be made in accordance with the City's Personnel Rules and Regulations. In cases where a demotion is proposed, the employee shall be given written notice specifying the reasons for the demotion. The employee will have the right to respond to the proposed demotion in writing or in person within a reasonable period of time, as determined by the City.

3. Salary Adjustment Upon Demotion

When an employee is demoted, their salary shall be adjusted to the step within the lower classification that is closest to their current salary without exceeding it. The employee's salary may be subject to further adjustment based on the terms of the new position's pay structure.

4. Senior Employee Rights

An employee who is demoted due to failure to meet job qualifications or performance standards will retain their seniority and any benefits accrued, as per the City's Personnel Rules and Regulations. The employee shall be entitled to retain all other rights and benefits, including vacation accrual rates, as applicable in the lower classification.

5. Reemployment Following Demotion due to Position Elimination

If an employee is demoted due to position elimination or other restructuring reasons, the employee may be eligible for reemployment in a higher classification, provided they meet the qualifications and requirements of the higher position and successfully complete all required examination and interview processes.

6. Appeal Process

Any employee who believes the demotion is unjust or violates the terms of this MOU may file a grievance in accordance with the Grievance and Arbitration Procedure outlined in this MOU. The appeal must be filed within the timeframes specified in the grievance process.

7. Probationary Period Following Demotion

If an employee is demoted to a position in which they have not previously worked or held, the employee will be subject to a probationary period, as defined in the City's Personnel Rules and Regulations, in accordance with the classification and the employee's qualifications for the position.

8. No Retaliation

The City shall not retaliate against any employee for exercising their rights under this article, including but not limited to challenging a demotion or participating in an appeal process.

ARTICLE XX. PROBATION PERIODS

- A. Regular appointments following the completion of a probationary period shall be conducted in accordance with the City's Personnel Rules and Regulations. This section, as well as the entire Article, applies to both full-time and part-time employees.
- B. The initial probationary period is one (1) year but may be extended once, for a maximum of six (6) additional months, with the approval of both the Human Resources Manager and the Department Head.
- C. Employees who have not completed their initial probationary period may voluntarily promote, transfer, demote, or be reclassified. However, such employees do not hold status in their prior position for the purpose of "bumping" rights in the event of a layoff.
- D. The computation of the initial probationary period in paid status excludes overtime, standby, and military leaves of absence. Additionally, the probationary period is extended by the duration of any unpaid leave of absence granted during the probationary period.

- E. An employee who has not completed the initial probationary period serves at the discretion of the Department Head and may be released from employment without cause. Such employees are not entitled to appeal their release, nor are they entitled to utilize the Grievance and Arbitration Procedure outlined in this Memorandum of Understanding (MOU) to challenge their release.

ARTICLE XXI. HEALTH AND SAFETY

- A. The City and employees agree to adhere to all applicable Federal and State laws related to health and safety, including but not limited to the provisions outlined in Sections B through E below.
- B. First Aid Supplies aid supplies shall be readily accessible to all employees at all City facilities.
- C. Eyewash and Body Flushing Facilities
Where employees may be exposed to injurious or corrosive materials, the City shall provide suitable facilities for quick drenching or flushing of the eyes and body. These facilities shall be located within the work area and be immediately accessible for personal use.
- D. Confined Space Entry
No employee shall enter a confined space unless the City certifies that the risk level is consistent with the assigned duties of the employees' classification. Confined space entry procedures shall comply with all applicable safety regulations, including those issued by Cal/OSHA.
- E. Earthquake Preparedness
The City shall maintain earthquake preparedness measures, including the provision of bottled water, food, and medical supplies. at each facility. The City shall also provide periodic earthquake preparation training to employees.
- F. Driving Record Monitoring
All employees who are required to operate City vehicles as part of their job duties shall be subject to the Department of Motor Vehicles (DMV) Pull Notice Program to monitor driving records.
- G. Safety Committee
The City shall establish a citywide safety committee to address workplace safety concerns and initiatives. The committee shall include two (2) employees within the local AFSCME bargaining unit.

ARTICLE XXII. DISCIPLINE AND DISCHARGE

Disciplinary and discharge actions shall be conducted in accordance with the City's Personnel Rules and Regulations, as well as applicable state and federal laws.

- A. Performance Improvement Plan (PIP)
The City may place an employee on a Performance Improvement Plan (PIP) when performance deficiencies are identified. The City shall meet with the employee to discuss the corrective action plan and provide the employee with an opportunity to offer input. Employees placed on a PIP have the right to submit a written rebuttal, which will be included

in their personnel file. However, the performance basis of a PIP is not subject to grievance or appeal. The City retains the sole authority to determine the corrective action plan.

B. Administrative Leave

The City reserves the right to place an employee on paid administrative leave pending the outcome of an investigation or any proposed disciplinary action.

C. Employee Privacy

Employees have a right to a private life outside of work, provided their personal conduct does not negatively impact their employment relationship with the City.

ARTICLE XXIII. MISCELLANEOUS

A. This MOU supersedes all contradictory policies and procedures of the City.

B. Nepotism

1. No person shall be hired into any regular or temporary position if they are a relative of a current employee assigned to the same department, and:
2. Either position could directly or indirectly supervise the other; or
3. The duties or responsibilities of the current employee could affect the hours of employment, compensation, benefit levels, or other terms and conditions of employment of the applicant.
4. For the purposes of this policy, *relatives* include, but are not limited to, the following familial relationships:

- Parent(s) (including biological, step, or in-laws)
- Child(ren) (including biological, step, or in-laws)
- Spouse or registered domestic partner
- Sibling(s) (including biological, step, or in-laws)
- Grandparent(s) (including biological, step, or in-laws)
- Grandchild(ren) (including biological, step, or in-laws)
- Aunt(s) and uncle(s)
- Niece(s) and nephew(s)
- First cousin(s)
- Legal guardian(s) or ward(s)

Additionally, in accordance with California law, if such a relationship exists after employment or creates a conflict (such as through marriage or other familial bonds), the City reserves the right to address the conflict through reassignment or other appropriate measures to maintain compliance with this policy.

ARTICLE XXIV. GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance and arbitration procedures shall be conducted in accordance with the City's Personnel Rules and Regulations. Any allegation by an employee or the Union that there has been a violation of this MOU or the City's Personnel Rules and Regulations shall be resolved in the following manner:

Step 1 Supervisor's Level: Discussed between the Union and the supervisor.

Step 2 Department Level: Discussed between the Union and the Department Head.

Step 3 City Manager's Level: Discussed between the Union president and business agent and the City Manager, or designee.

Step 4 Arbitration: Arbitration before an arbitrator, except in cases where there has been a violation of Article XV.B, in which case the decision of the City Manager shall be final.

- B. Grievances shall be initially presented to the City at Step 1 by AFSCME within 14 calendar days from the occurrence of the dispute. Failure to comply with such time limit results in a waiver of the right to grieve the subject issue.
- C. No grievance shall remain unresolved at any step after presentation for longer than seven (7) work days; after seven (7) work days, AFSCME shall have the right to take it to the next step and will have seven (7) work days to advance the grievance to the next step.
- D. AFSCME shall act with reasonable dispatch at each step.
- E. There shall be no reprisals of any kind against grievant(s) or participant(s) in the grievance process.
- F. AFSCME may refer an unresolved grievance for arbitration to an arbitrator designated by the State Mediation and Conciliation Service in accordance with its Labor Arbitration Rules. The parties shall then proceed to hearing conducted by the arbitrator. The arbitration shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.
- G. Questions of arbitrability shall be decided by the arbitrator.
- H. The Arbitrator's award shall be final and binding. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement. The fees and expenses of the arbitration shall be borne equally by the parties.

ARTICLE XXV. UNION RIGHTS AND DUES DEDUCTION

- A. The City of Artesia shall provide the AFSCME Local with four (4) bulletin boards at no cost to the budget of the City. These boards shall be located in:
 - 1. City Hall Lounge
 - 2. Albert O. Little Community Center
 - 3. Public Works Yard
 - 4. North Artesia Community Center
 - 5. Community Development and Planning Office (once fully operational)

- B. Preparation time for a simple grievance shall not exceed one and a half (1 1/2) hours and for a complex grievance shall not exceed three (3) hours; however, if more time is needed it shall be granted when reasonable.
- C. The Union shall be entitled to an aggregate of 80 hours of paid release time each fiscal year for use by the Union President and/or other Union representatives as designated by the Union President for the purpose of Union business related to ASFCME Local 1520, Council 36. In the event that the union elects the same president for both the general and Managers and Supervisors Unit, the total time off shall not exceed 80 hours. Representatives shall provide the City Manager, Human Resources Manager and their immediate supervisor with a minimum notice of one (1) week in advance of the hours to be taken and certify that the release time is for Union business. No single union representative, including the Union President, may utilize more than 60 hours of Union business time in a single fiscal year. The City Manager reserves the right to deny a request for time off if the requested time impacts City services.
- D. The City recognizes the employee's right to representation by a Union officer at such time as the employer contemplates disciplinary action or any time thereafter. It shall be the responsibility of the employee to request that the Union officer be present.
- E. An employee is entitled to review the content of their Personnel file. An AFSCME representative may assist such employee in reviewing the file. Material not in an employee's file at the time of a disciplinary action may not be used against an employee in any subsequent hearing. Any employee, or employees' representative with written consent and waiver of privacy rights, shall be entitled to review all of his/her personnel file. If an employee wishes to view his/her personnel file, employee will schedule an appointment with the Human Resources Department a minimum of 24 hours in advance of the requested viewing time.
- F. Only one official personnel file may be maintained by the City on each employee, which shall be maintained by the Human Resources Office in City Hall.
- G. The City shall deduct and remit biweekly dues to AFSCME, as appropriate, for members of AFSCME
- H. New Employee Orientation

The Union shall be allowed up to one (1) hour during the City's New Employee Orientation sessions to speak with new employees and explain their rights and benefits under the MOU. The City will provide the Union with at least ten (10) days' notice of the scheduled date for the New Employee Orientation.

The City will conduct New Employee Orientations quarterly, provided there is a sufficient number of new employees.

The City will provide the Union with an electronic copy of the following information for all bargaining unit employees on a quarterly basis:

- Name
- Home address
- Email address
- Contact phone number

Additionally, the City will provide a remittance report to AFSCME, detailing the aggregate amount of all dues deducted from employees' salaries covered under this MOU. This report will include the employee's name, classification title, pay rate, work location, work phone number, work email, hire date, and the deduction amounts and types.

ARTICLE XXVI. SAVINGS AND AMENDMENT

Any of the rights, powers, or authority the City had prior to the signing of this agreement are retained by the City, except those abridged, delegated or modified by this agreement, and then only to the extent that they are so abridged, delegated, or modified, provided that such management rights do not restrict employees from filing grievances.

ARTICLE XXVII. NO STRIKE

- A. The Union, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services when scheduled. Employees who strike may be subject under City Resolution 1283 to discipline up to and including termination by the City under the provisions of the agreement.
- B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section "R" above may be subject to termination by the City.

APPENDIX A
General Unit Classifications and Job Families

Administrative Analyst
Administrative Assistant
Administrative Clerk

Senior Accountant
Accounting Technician II

Associate Planner
Assistant Planner
Planning Aide
Planning Clerk

Code Compliance Officer
Parking Enforcement Officer

Lead Maintenance Specialist
Maintenance Specialist II
Maintenance Specialist I
Maintenance Worker II
Maintenance Worker I

Recreation Program Coordinator
Recreation Specialist
Parks and Recreation Leader III
Parks and Recreation Leader II
Parks and Recreation Leader I

APPENDIX B
General Unit Salary Schedule
(attached)

CITY OF ARTESIA PROPOSED SALARY TABLE

Fiscal Year 2025-26

City of Artesia Full-Time Allocated Classifications		A	B	C	D	E	F	
Contracted	City Manager	Annual	\$ 237,472.44	\$ 243,409.32	\$ 249,494.52	\$ 255,731.88	\$ 262,125.24	\$ 268,678.32
		Monthly	\$ 19,789.37	\$ 20,284.11	\$ 20,791.21	\$ 21,310.99	\$ 21,843.77	\$ 22,389.86
		Bi-Weekly	\$ 9,133.56	\$ 9,361.90	\$ 9,595.94	\$ 9,835.84	\$ 10,081.74	\$ 10,333.78
		Hourly	\$ 114.17	\$ 117.02	\$ 119.95	\$ 122.95	\$ 126.02	\$ 129.17
R1	Deputy City Manager	Annual	\$ 173,426.76	\$ 182,098.08	\$ 191,202.96	\$ 200,763.12	\$ 210,801.24	\$ 221,341.32
		Monthly	\$ 14,452.23	\$ 15,174.84	\$ 15,933.58	\$ 16,730.26	\$ 17,566.77	\$ 18,445.11
		Bi-Weekly	\$ 6,670.26	\$ 7,003.77	\$ 7,353.96	\$ 7,721.66	\$ 8,107.74	\$ 8,513.13
		Hourly	\$ 83.38	\$ 87.55	\$ 91.92	\$ 96.52	\$ 101.35	\$ 106.41
R2	Community Development Director	Annual	\$ 157,660.68	\$ 165,543.72	\$ 173,820.84	\$ 182,511.96	\$ 191,637.48	\$ 201,219.36
		Monthly	\$ 13,138.39	\$ 13,795.31	\$ 14,485.07	\$ 15,209.33	\$ 15,969.79	\$ 16,768.28
		Bi-Weekly	\$ 6,063.87	\$ 6,367.07	\$ 6,685.42	\$ 7,019.69	\$ 7,370.67	\$ 7,739.21
		Hourly	\$ 75.80	\$ 79.59	\$ 83.57	\$ 87.75	\$ 92.13	\$ 96.74
R3	Finance Manager	Annual	\$ 143,327.88	\$ 150,494.28	\$ 158,019.00	\$ 165,919.92	\$ 174,215.88	\$ 182,926.68
	Human Resources Manager	Monthly	\$ 11,943.99	\$ 12,541.19	\$ 13,168.25	\$ 13,826.66	\$ 14,517.99	\$ 15,243.89
		Bi-Weekly	\$ 5,512.61	\$ 5,788.24	\$ 6,077.65	\$ 6,381.54	\$ 6,700.61	\$ 7,035.64
		Hourly	\$ 68.91	\$ 72.35	\$ 75.97	\$ 79.77	\$ 83.76	\$ 87.95
R4	Economic Development Manager	Annual	\$ 130,298.04	\$ 136,812.96	\$ 143,653.56	\$ 150,836.28	\$ 158,378.16	\$ 166,296.96
	Parks and Recreation Manager	Monthly	\$ 10,858.17	\$ 11,401.08	\$ 11,971.13	\$ 12,569.69	\$ 13,198.18	\$ 13,858.08
	Public Works Manager	Bi-Weekly	\$ 5,011.46	\$ 5,262.04	\$ 5,525.14	\$ 5,801.40	\$ 6,091.47	\$ 6,396.04
		Hourly	\$ 62.64	\$ 65.78	\$ 69.06	\$ 72.52	\$ 76.14	\$ 79.95
R5	City Clerk	Annual	\$ 118,452.84	\$ 124,375.44	\$ 130,594.20	\$ 137,123.88	\$ 143,980.08	\$ 151,179.12
	Accounting Manager	Monthly	\$ 9,871.07	\$ 10,364.62	\$ 10,882.85	\$ 11,426.99	\$ 11,998.34	\$ 12,598.26
	Planning Manager	Bi-Weekly	\$ 4,555.88	\$ 4,783.67	\$ 5,022.85	\$ 5,274.00	\$ 5,537.70	\$ 5,814.58
		Hourly	\$ 56.95	\$ 59.80	\$ 62.79	\$ 65.92	\$ 69.22	\$ 72.68
R6	Special Projects Manager	Annual	\$107,684.40	\$113,068.56	\$118,722.00	\$124,658.04	\$130,890.96	\$137,435.52
		Monthly	\$8,973.70	\$9,422.38	\$9,893.50	\$10,388.17	\$10,907.58	\$11,452.96
		Bi-Weekly	\$4,141.71	\$4,348.79	\$4,566.23	\$4,794.54	\$5,034.27	\$5,285.98
		Hourly	\$51.77	\$54.36	\$57.08	\$59.93	\$62.93	\$66.07
R7	Senior Accountant	Annual	\$100,282.56	\$102,789.60	\$107,929.08	\$113,325.48	\$118,991.76	\$124,941.36
	Assistant Parks and Recreation Manager	Monthly	\$8,356.88	\$8,565.80	\$8,994.09	\$9,443.79	\$9,915.98	\$10,411.78
		Bi-Weekly	\$3,857.02	\$3,953.45	\$4,151.12	\$4,358.67	\$4,576.61	\$4,805.44
		Hourly	\$48.21	\$49.42	\$51.89	\$54.48	\$57.21	\$60.07
R8	Executive Assistant	Annual	\$88,995.36	\$93,445.08	\$98,117.40	\$103,023.24	\$108,174.36	\$113,583.12
	Management Analyst	Monthly	\$7,416.28	\$7,787.09	\$8,176.45	\$8,585.27	\$9,014.53	\$9,465.26
	Human Resources Analyst**	Bi-Weekly	\$3,422.90	\$3,594.04	\$3,773.75	\$3,962.43	\$4,160.55	\$4,368.58
		Hourly	\$42.79	\$44.93	\$47.17	\$49.53	\$52.01	\$54.61
R9	Parks and Recreation Supervisor	Annual	\$82,878.12	\$84,950.04	\$89,197.56	\$93,657.48	\$98,340.36	\$103,257.36
	Code Compliance Supervisor	Monthly	\$6,906.51	\$7,079.17	\$7,433.13	\$7,804.79	\$8,195.03	\$8,604.78
	Maintenance Supervisor**	Bi-Weekly	\$3,187.62	\$3,267.31	\$3,430.68	\$3,602.21	\$3,782.32	\$3,971.44
	Business License Specialist/Revenue Officer	Hourly	\$39.85	\$40.84	\$42.88	\$45.03	\$47.28	\$49.64
R10	Assistant Planner	Annual	\$73,549.80	\$77,227.32	\$81,088.68	\$85,143.12	\$89,400.36	\$93,870.36
	Administrative Analyst	Monthly	\$6,129.15	\$6,435.61	\$6,757.39	\$7,095.26	\$7,450.03	\$7,822.53
	Lead Maintenance Specialist	Bi-Weekly	\$2,828.84	\$2,970.28	\$3,118.80	\$3,274.74	\$3,438.48	\$3,610.40
		Hourly	\$35.36	\$37.13	\$38.98	\$40.93	\$42.98	\$45.13
R11	Code Compliance Officer	Annual	\$66,863.52	\$70,206.72	\$73,716.96	\$77,402.88	\$81,273.00	\$85,336.68
	Recreation Program Coordinator	Monthly	\$5,571.96	\$5,850.56	\$6,143.08	\$6,450.24	\$6,772.75	\$7,111.39
	Accounting Technician II	Bi-Weekly	\$2,571.67	\$2,700.26	\$2,835.27	\$2,977.03	\$3,125.88	\$3,282.18
	Maintenance Specialist I	Hourly	\$32.15	\$33.75	\$35.44	\$37.21	\$39.07	\$41.03
R12	Maintenance Worker II	Annual	\$60,785.04	\$63,824.28	\$67,015.44	\$70,366.20	\$73,884.60	\$77,578.80
		Monthly	\$5,065.42	\$5,318.69	\$5,584.62	\$5,863.85	\$6,157.05	\$6,464.90
		Bi-Weekly	\$2,337.89	\$2,454.78	\$2,577.52	\$2,706.39	\$2,841.72	\$2,983.80
		Hourly	\$29.22	\$30.68	\$32.22	\$33.83	\$35.52	\$37.30
R13	No Current Classification Assigned	Annual	\$55,259.04	\$58,022.04	\$60,923.16	\$63,969.36	\$67,167.72	\$70,526.16
		Monthly	\$4,604.92	\$4,835.17	\$5,076.93	\$5,330.78	\$5,597.31	\$5,877.18
		Bi-Weekly	\$2,125.35	\$2,231.62	\$2,343.20	\$2,460.36	\$2,583.37	\$2,712.54
		Hourly	\$26.57	\$27.90	\$29.29	\$30.75	\$32.29	\$33.91
R14	Planning Clerk**	Annual	\$50,235.60	\$52,747.32	\$55,384.68	\$58,153.92	\$61,061.64	\$64,114.68
		Monthly	\$4,186.30	\$4,395.61	\$4,615.39	\$4,846.16	\$5,088.47	\$5,342.89
		Bi-Weekly	\$1,932.14	\$2,028.74	\$2,130.18	\$2,236.69	\$2,348.52	\$2,465.95
		Hourly	\$24.15	\$25.36	\$26.63	\$27.96	\$29.36	\$30.82
R15	Administrative Assistant	Annual	\$45,668.64	\$47,952.12	\$50,349.72	\$52,867.20	\$55,510.56	\$58,286.04
	Recreation Specialist	Monthly	\$3,805.72	\$3,996.01	\$4,195.81	\$4,405.60	\$4,625.88	\$4,857.17
		Bi-Weekly	\$1,756.49	\$1,844.31	\$1,936.53	\$2,033.35	\$2,135.02	\$2,241.77
		Hourly	\$21.96	\$23.05	\$24.21	\$25.42	\$26.69	\$28.02
	Hourly Positions		Proposed P/H					
	Parking Enforcement		\$25.00					
	Recreation Leader III		\$20.00					
	Recreation Leader II		\$19.00					
	Recreation Leader I		\$18.00					

APPENDIX C
HOLIDAY CLOSURE SCHEDULE

2026

Closure from Friday, December 25, 2026 – Sunday, January 3, 2027

12/25 – Christmas Holiday
12/26-27 – Saturday/Sunday
12/28, 12/29, 12/30 – Holiday **3 days**
12/31 – New Year’s Day Holiday observed
1/1 – Regular Friday Closure
1/2-3 – Saturday/Sunday

2027

Closure from Friday, December 24, 2027 – Sunday, January 2, 2028

12/24 – Christmas Holiday Observed
12/25-26 – Saturday/Sunday
12/27, 12/28, 12/29 – Holiday **3 days**
12/30 – New Year’s Day Holiday observed
12/31 – Regular Friday Closure
1/1-2 – Saturday/Sunday

2028

Closure from Monday, December 25, 2028 – Monday, January 1, 2029

12/25 – Christmas Holiday
12/26, 12/27, 12/28 – Holiday **3 days**
12/29 – Regular Friday Closure
12/30-31 – Saturday/Sunday
1/1 – New Years Day Holiday