2019 – 2021

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MANHATTAN BEACH

AND

CALIFORNIA TEAMSTERS

LOCAL 911
This Memorandum of Understanding is Dedicated to the Memory of our Colleague, **Rachael Parker** – Police Records Technician/Matron.
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ARTICLE 1: PREAMBLE

This Memorandum of Understanding (“MOU” or “Agreement”) is prepared between representatives of the City Manager of the City of Manhattan Beach and the California Teamsters Local 911. Full consideration has been given to salaries, employee benefits and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California, said parties agree to this MOU effective January 1, 2019.

ARTICLE 2: RECOGNITION AND EFFECTIVE DATES

This MOU shall become effective January 1, 2019 and will continue in effect through December 31, 2021. Teamsters Local 911 shall be officially recognized as the exclusive representative of all eligible, full-time regular employees in the classifications listed in Exhibit A. This MOU represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

ARTICLE 3: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

ARTICLE 4: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by the Teamsters Union. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its functions shall in no manner be impaired, subordinated, or negated by any provisions of this Agreement.

ARTICLE 5: MANAGEMENT'S RIGHTS RESERVED

The City need not meet with the representatives of any recognized employee organization to consider:

(a) Issues of public policy;

(b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;

(c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed. All
terms and conditions of employment not covered by this Agreement which have been at the City’s discretion and control shall continue to be subject to the City's discretion and control.

(d) If the City proposes a work schedule change for a member of the unit (hereinafter referred to as “unit or “bargaining unit”) by informing the Union, if the Union has no objection, the schedule change can go into effect on the date the parties agree. If the Union would like to meet and confer with the City, it may do so, but the Union agrees to expedite the negotiations process as much as possible so the schedule change issue can be dealt with as quickly as possible.

ARTICLE 6: NON-DISCRIMINATION

It is agreed that neither the Union nor the City shall discriminate against any employee because of race, religious creed, national origin, age, sex, disability, sexual orientation or union or non-union membership as well as any other protected class identified by law.

ARTICLE 7: GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 8: SALARIES

Compensation will be paid in accordance with the Salary Schedule attached to the MOU as Exhibit A.

1. Effective March 16, 2019, employees shall receive a two percent (2.0%) increase to base salary.

2. Effective first day of the pay period following January 1, 2020, employees shall receive a one and fifty-six one hundredths percent (1.56%) increase to base salary.

3. Effective first day of the pay period following January 1, 2021, employees shall receive a one and seventy-two one hundredths percent (1.72%) increase to base salary.

ARTICLE 9: MERIT STEP

New employees hired at A Step will remain in that step for at least six (6) months. By the date of their six-month anniversary of employment, new employees shall receive a performance evaluation. If that evaluation (which can be provided to the employee at any time from his/her four month to six month anniversary) has an overall evaluation rating of “above average” or higher (or if the evaluation does not include “above average”, “exceeds standards” or higher), the employees shall be advanced to AA Step, which shall be 5% above the A Step. If the new employee does not receive his/her performance evaluation by his/her six-month anniversary, he/she shall be automatically advanced to AA Step. A new employee who is evaluated and does not receive an overall evaluation rating of “above average” shall stay at the A Step until passing probation (which is addressed in Article 35) after which he/she is eligible for advancement to B Step. Employees hired above the A Step shall not be eligible for the merit (“AA”) step.
ARTICLE 10: ACTING PAY

The "acting pay program" provides that payment will be made at 5% above the employee's existing rate of pay beginning on the third consecutive working day in the acting position. Such acting pay is paid when an employee is designated by the Department Head to serve in a position above his/her own classification. Acting assignments generally shall not exceed twelve (12) months. Determinations to go beyond twelve (12) months shall be determined by the Department Head with the approval of the City Manager. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the City will follow the law and limit the acting assignment to no more than 960 hours. The parties agree that to the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

ARTICLE 11: STANDBY PAY

Community Services Officers, Street Maintenance, Water/Wastewater Employees (including Water Plant Operators and Senior Water Plant Operators), Information Systems Specialist, and Network Administrator

1. In those situations where an employee is in a designated “stand by” status and is to remain on call, the employee shall be compensated at a rate of $250.00 (which increases to $300.00 per month in the pay period following January 1, 2021), for each seven (7) day standby period. The standby week will be from the start of the employee’s shift on Friday to the following Friday at the start of the employee’s shift. Standby time is not considered time worked. While on standby, if an employee is called to duty, the employee shall be paid for a minimum of two (2) hours compensation. Employees shall be paid from the time they get the call to the time they leave the City following the call assuming they respond back to the City. Employees assigned to standby on a City-recognized holiday as listed in the Holidays Article #27, shall receive an additional $25.00 per day.

(a) Employees in the classification of Building Repair Craftsperson shall not regularly be assigned to standby status, but may be placed on standby status as needed, e.g., when the employees’ supervisor goes on vacation or another unanticipated circumstance or occurrence.

2. Each Department Director who determines that standby duty is necessary, shall designate the minimum standards qualifying an individual to perform a standby function and shall first seek “standby” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for standby duty, then the Department Director shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis.

3. Any employee designated to serve in a “standby” capacity may seek a substitution by another employee for the entire seven-day shift, by submitting such proposal in advance to their supervisor and such request is subject to the Division Manager approving the substitution. Employee emergencies may also be considered.

4. Employees on “standby” status shall be required, at all times, to carry a functioning cell phone and be able to respond to the City work location they have been asked to return to within the City to calls within thirty (30) minutes of being called. For Information Technology Department
employees, they may be able to respond remotely (to comply with the 30 minute response requirement) or they may be given more time to respond to the City work location. Standby employees may be provided with use of a city vehicle for travel based on individual circumstances. Employees are strongly encouraged to use a City vehicle to improve response time to the emergency site. In addition, employees are expected to maintain a “fit for duty” state of mental alertness and physical dexterity. Any employee on “light duty status” shall not be considered “fit for duty” nor eligible for standby.

ARTICLE 12: DAILY EMERGENCY STANDBY PAY

In emergency situations, to be determined by the Department Director, any employees in the unit may be assigned to a daily emergency standby status. Employees assigned to daily emergency standby will be compensated at the daily rate of standby pay as defined above. That amount is the weekly rate of $250.00 (which increases to $300.00 per month in the pay period following January 1, 2021), divided by seven (7) = $35.71 per day (which increases to $42.86 per day in the pay period following January 1, 2021).

The daily emergency standby schedule is a consecutive 24-hour period beginning at the time of emergency standby notification. While on emergency standby, if an employee is called to duty, the employee shall be credited a minimum of two (2) hours compensation. Employees shall be paid from the time they get the call to the time they leave the City following the call assuming they respond back to the City. Employees assigned to standby on a City-recognized holiday as listed in the Holidays Article #27, shall receive an additional $25.00 per day.

Each Department Director, who determines that emergency standby duty is necessary, shall designate the minimum standards qualifying an individual to perform an emergency standby function and shall first seek “standby” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for emergency standby duty, then the Department Director shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. Providing City vehicles for emergency standby employees is at the sole discretion of the Department Director.

ARTICLE 13: CALL OUT PAY AND POLICY

Call out duty is when a City employee is required to return to duty not associated with standby or his/her regularly scheduled work shift. Call out occurs when an employee is required to physically leave his/her residence or other location and report to duty. Call back does not occur when an employee is held over from his/her shift or is scheduled to work immediately prior to his/her regular shift.

Employees who have a call out will be compensated for all hours worked, with a minimum of two (2) hours credited, including travel time to the work site. Employees shall be paid from the time they get the call to the time the employee leaves his/her duty station. Any hours worked in excess of the two (2) hours, shall be paid at 1.5 times the employee’s base rate of pay. Employees responding to SCADA or Information Systems calls, text messages and/or emails will be paid for actual time worked unless the employee is required to return to the City work site outside of scheduled work times. When that occurs, the call will be paid for the minimum two (2) hours as provided herein.
ARTICLE 14: BILINGUAL PAY

The Bilingual Pay Program provides that there will be no more than six (6) individuals, covered under this MOU, who will be eligible to receive bilingual pay for verbal skills in Spanish. In order to be eligible to receive bilingual pay an employee must perform this duty on a regular basis and the use of this language must be of significant benefit to the operations of the department as determined by the department head. The City shall designate those positions or assignments for which bilingual skill is necessary so that eligible employees will be compensated. Such designations will be periodically reviewed, and may be modified at the discretion of the City, to ensure effective service to the public.

In order to receive bilingual pay, employees must be certified as bilingual in Spanish. Employees may make application for bilingual pay certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis. Should an employee fail the qualifying test, they must wait a minimum of ninety (90) days before again applying for certification.

Employees designated and certified as bilingual in Spanish will be compensated $100.00 per month. The parties agree that to the extent permitted by law, Bilingual Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium.

ARTICLE 15: CERTIFICATION PAYS

The following certification pays are available to employees in the bargaining unit in the classification of Maintenance Worker II. Each pay, pays the employee five percent (5%) of his/her base salary.

1. Water Distribution III certification – available to up to six employees in the unit. The parties agree that to the extent permitted by law, Water Distribution III certification pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Water Certification Premium.

2. Concrete Finisher – This is evaluated by a City performance test - available to one employee in the unit. The parties agree that to the extent permitted by law, Concrete Finisher pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Cement Finisher Premium.


ARTICLE 16: TOOL ALLOWANCE

The City will provide Equipment Mechanic personnel with a $700.00 annual tool allowance. This allowance is intended for the replacement of hand tools and the purchase of job related special tools. Receipts for such tools must be provided to the City to receive any or all of this allowance. Further, the City agrees to provide the means by which the Mechanics can secure their tools and equipment during the employee's non-working hours.
ARTICLE 17: SAFETY FOOTWEAR ALLOWANCE

For employees working in the unit on July 1 each year, the City will provide safety/uniform shoes or reimbursement in the pay period including July 1 of each year of the MOU.

Public Works/Building Inspectors/Code Enforcement Officer/ General Service Division Warehouse Employees

The City will provide reimbursement for one (1) pair of safety footwear plus one (1) resole for a total of up to $335.00 (for the boots and resole) with the method approved by the Finance Department, in the pay period including July 1 of each year of the MOU. If an employee purchases safety footwear which cost less than the maximum provided herein and wishes to purchase supplies for his/her footwear (e.g., laces, mink oil or orthotics) he/she may do so if the purchases are made at the same time as the purchase of the safety footwear and the receipt(s) is provided at the same time as the receipt for the safety footwear.

For new employees in the classifications identified above who qualify for safety footwear allowance, they will be provided with a safety footwear allowance within one pay period of their hire date. If they are hired between January 1 and June 30, they will not be eligible for a new safety footwear allowance until the following year in the pay period including July 1. If hired from July 1 to December 31, they will be eligible for another safety footwear allowance on the following July 1 if their supervisor authorizes it following an examination of the employee’s safety footwear.

City specifications for safety footwear will be determined with the input of the union steward, the Teamsters’ Business Agent and the appropriate managers.

These employees must wear safety footwear that meets City specifications at all times while operationally necessary.

ARTICLE 18: POLICE DEPARTMENT

A. Uniforms and Maintenance Allowance

Police Services Employees - Upon hire, the City will provide three (3) shirts and three (3) pairs of pants for each Police Services Officer and Police Records Technician/Matron, Administrative Clerk I/II (assigned to Parking) and four (4) shirts, two (2) pairs of pants and two (2) shorts for each Community Services Officer. After completion of probation, each employee shall be provided additional uniforms to provide a total of five (5) sets of uniforms for each employee. Thereafter, the City shall provide replacements for those uniform items that are torn, badly stained, or in any way unsuitable in appearance as determined by the supervisor. The Department’s practice of providing one (1) Class A dress uniform per employee, if needed, shall continue. Community Service Officers may choose long pants or shorts so they have some combination of both.

The employees in the classifications of Community Services Officer, Park Services Enforcement Officer, Police Services Officer, Police Records Technician/Matron and Administrative Clerk I/II (assigned to Parking) shall receive $275.00 for their uniform maintenance allowance. The Uniform
Maintenance Allowance shall continue to be paid on a biannual basis each July and January to all eligible employees.

City supplied uniforms shall remain the property of the City and shall be returned to the City upon termination.

B. Uniform Shoes and Reimbursement

Uniform shoes shall be worn by employees in the classifications of Community Services Officer, Park Services Enforcement Officer, Police Services Officer, Police Records Technician/Matron, and Administrative Clerk II (assigned to Parking). All Uniform shoes must comply with department standards. Reimbursement of up to $225.00 will be provided upon adequate proof of purchase.

The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, for “new members” as defined by the Public Employees’ Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

C. Court Standby Pay

A member of the bargaining unit, who while off-duty is on court standby status, shall leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked under the FLSA; however, the employee will continue to receive one-half pay while on court standby.

D. Shift Differential

Police Services Employees in the Police Department who are assigned to shift work will be paid a shift differential for actually working a swing or graveyard shift. The amount is as outlined below:

1. Swing shift – 2:00 p.m. to 12:00 a.m. 3:00 p.m. to 1:00 a.m. $1.00 per hour
2. Graveyard shift – 10:00 p.m. to 8:00 a.m. $1.25 per hour

When an employee works hours in both swing and graveyard shifts the rate that is applicable shall be the rate where the highest number of hours is worked. This rate will be applied to all hours worked. The parties agree that to the extent permitted by law, Shift Differential is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Shift Differential.

E. Training Pay

This type of pay is limited to the classifications of Police Services Officer, Police Records Technician/Matrons and Community Services Officer. The "training pay program" provides that payment will be made at five percent (5%) above the employee's existing rate of pay. Such training pay is paid when an employee is designated by their Supervisor to serve in a training position and an
Employee Action Form is approved for the pay period(s) which includes the training. Training pay will begin at the start of the pay period in which the training role is assigned and end when the supervisor determines the training has been completed adequately. Selection of who is assigned as a trainer is up to the supervisor who will solicit and interview volunteers who are interested in the training position. The parties agree that to the extent permitted by law, Training Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Training Premium.

F. Specialty Assignment Pay

Employees in the classification of Police Services Officers assigned to perform the duties for property evidence full time shall receive $100.00 per month (which increases to $200.00 per month in the pay period following January 1, 2021) specialty pay in acknowledgement of their specialized training and duties. Community Services Officers assigned to perform the duties for animal control full time shall receive $150.00 per month (which increases to $200.00 per month in the pay period following January 1, 2021) specialty pay in acknowledgement of their specialized training and duties. The parties agree that to the extent permitted by law, these specialty pays are special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Police Records Assignment Premium for Police Services Officers and Hazard Pay for Community Services Officer.

G. Working During Meal Times

Employees in the classifications of Community Service Officer, Police Services Officer Park Services Enforcement Officer and Police Records Technician/Matron shall work through their entire shift without an assigned unpaid meal break. Employees in these classifications may eat a meal during their shift as appropriate, but are responsible for being available to perform their assignment during their entire shift. If such employees are eating a meal during their shift and are interrupted to perform their duties, they must immediately respond to the call for service.

ARTICLE 19: RETIREMENT

For unit members hired prior to January 1, 2013 as well as employees hired after January 1, 2013 who are not “new members” as defined by the Pension Reform Act of 2013 (i.e., classic members), they are responsible for paying the seven percent (7%) employee contribution to the 2% @ 55 retirement benefit which the City contracts for with CalPERS through a payroll deduction as follows:

For unit members defined as “new members” under the Pension Reform Act of 2013 hired after January 1, 2013, such employees will pay the higher of seven percent or the rate which CalPERS informs the City (each year) that new members are required to pay as their employee retirement contribution. If the rate established for new members by CalPERS each year is below seven percent (7%), the remaining contribution up to seven percent (7%) is contributed per Government Code section 20516(f).

The City contracts with CalPERS for the One-Year Final Compensation option (Government Code Section 20042). For unit members defined as “new members” under the Pension Reform Act of 2013 hired after January 1, 2013, such employees’ final compensation will be based on the highest annual average
pensionable compensation during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee per Government Code section 7522.32(a).

The retirement formula provided to employees hired before January 1, 2013 as well as those employees hired after January 1, 2013 who are not defined as “new members” per the Pension Reform Act of 2013 is the 2% @ age 55 benefit. For unit members defined as “new members” under the Pension Reform Act of 2013 hired after January 1, 2013, such employees are provided the 2% @ age 62 benefit provided for in the Public Employees’ Retirement Law per Government Code section 7522.20(a).

The City contracted with CalPERS for miscellaneous employees to provide for Sick Leave Conversion pursuant to Section 20965.

ARTICLE 20: HEALTH CARE AND RETIREE MEDICAL

1. Medical

The City is enrolled in CalPERS Medical in accordance with the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City will contribute an amount for each bargaining unit member for health insurance. The amount the City will contribute will be ninety-seven percent (97%) of the premium (up to a maximum of the CalPERS Kaiser HMO premium), depending on whether the employee is enrolled as single, employee with one dependent or employee with two or more dependents. If the plan chosen is less costly than the rates of the Kaiser HMO plan, the City will pay 97% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder (3%) of the plan chosen. If an employee chooses a plan which is more costly than the Kaiser HMO rate, the employee will pay the difference between the Kaiser HMO premium rate and the more expensive plan as well as the additional 3% of the Kaiser HMO premium rate for the coverage chosen, i.e., single, employee + 1 or employee + 2. The City’s health insurance contribution will be inclusive of (not in addition to) the PERS statutory minimum.

There shall be no cash back to employees from any allowances contributed by the City. Employees who opt out of health insurance completely will receive:

(a) A City contribution to the employee’s Section 125 Healthcare or Childcare flexible benefit plan (if qualified to participate) up to the maximum contribution allowed by law which will not be subject to tax withholdings; or

(b) A payment in their normal paycheck equal to the maximum contribution allowed by law to the City’s Section 125 Healthcare or Childcare flexible benefit plan, subject to applicable taxes (if qualified to participate).

Affordable Care Act Minimum Essential Coverage Requirements and Reopener

Employees who are able to demonstrate to the City’s satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City’s health plan.
During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing the impact of the Affordable Care Act.

2. Retiree Medical

Because the City contracts with CalPERS for the provision of medical insurance it complies with the requirements of Public Employees’ Medical and Hospital Care Act (PEMHCA). Therefore, the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City in accordance with the requirements of PEMHCA.

In addition to the provision of the CalPERS statutory minimum as provided in the previous paragraph, employees who retire from the City and who have a minimum of fifteen (15) years of service with the City of Manhattan Beach shall receive a contribution of $250.00 per month. Said contribution will be used toward health insurance costs, unless and until whichever of the following occurs first:

(a) The retiree reaches 65 years of age,
(b) The retiree becomes eligible for Medicare; or
(c) The retiree passes away.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional $250 per month retiree medical contribution.

3. Dental

The City shall contribute $55.00 per month for each employee for dental insurance. This $55.00 cannot be used to pay for health insurance.

4. Vision

The City will continue to provide up to full family vision coverage through a carrier chosen by the City.

5. Long Term Disability

The City will provide coverage for each employee in the City’s Long Term Disability Plan.

6. Short Term Disability

The City will make available for voluntary participation at the employee’s cost a short term disability plan. However, minimum participation will be required to be able to offer this plan.

**ARTICLE 21: WORK SCHEDULES, WORKWEEK, OVERTIME AND COMPENSATORY TIME**

A. Work Schedules

Employees in this unit work different work schedules depending on their work location.
Effective the pay period which begins on April 13, 2019, some employees will be required to change their alternating regular day off to the opposite Friday. Employees will be assigned off on the same alternating day off every other week and that day off cannot change unless intended to be permanent. Employees will not be permitted to change their alternating regular day off by changing it with another day of the same week or switching it with the same day of the week in the following or previous week. Managers and supervisors will inform employees of their alternating regular day off by March 31, 2019.

In the future, the parties agree that the City reserves the right to modify the employee’s alternating regular day off (for employee’s working a 9/80) to the Friday of its choosing without meeting and conferring. However, the City will provide any employee whose alternating regular day is changed with at least two weeks’ notice of the change.

The parties agree that on or after October 1, 2019 (for the remainder of the term of the MOU), the City may reopen labor negotiations on the subject of work schedules for members of this unit and that if the City informs the Union that it wishes to reopen negotiations on the subject of work schedules, the Union will make itself available to meet and confer with ten (10) calendar days.

1. City Hall Employees

Employees assigned to City Hall shall work a 9/80 work schedule which consists of four nine-hour workdays and an eight-hour workday in one workweek followed by four nine-hour workdays in the following workweek. With the 9/80, employees will get three (3) regular days off in a row every other calendar week followed by Saturday and Sunday off in the following week.

2. Employees Assigned to the Public Works Department

Except for employees in certain classification described below (who shall work a 9/80 schedule like the City Hall employees described above), unit members assigned to the Public Works Department shall work a 4/10 work schedule. The 4/10 work schedule will consist of four consecutive ten-hour workdays per workweek between Monday and Thursday. Employees assigned to the Public Works Department in the following classifications shall work a 9/80 work schedule:

   a. Associate Engineer
   b. Engineering Assistant
   c. Engineering Technician I/II
   d. Executive Secretary
   e. Public Works Inspector
   f. Secretary
   g. Senior Engineering Technician

Notwithstanding the above, the classifications of Water Plant Operator and Senior Water Plant Operator shall work a 5/40 (five consecutive eight-hour days).
If new classifications are created during the term of this MOU, the City will determine whether the employee in the classification shall work a 9/80 or 4/10 work schedule. Should the City desire to change the existing work schedule for any employee from a 4/10 to a 9/80, or from a 9/80 to a 4/10, the City will provide the Association with 14 days’ notice so that the Association may exercise its right to meet and confer about the schedule change.

3. Employees Assigned to the Police Department

Police Records Technician/Matrons, Police Services Officers, Community Services Officers and Park Service Enforcement Officers shall work a 4/10 work schedule. If approved by the City Manager, the Administrative Clerk I/II, Executive Secretary and Secretary may work a 4/10 work schedule. Otherwise employees in these classifications shall work a 9/80 work schedule as described above for City Hall employees.

4. Employees Neither Assigned to City Hall, the Public Works nor Police Departments

There are some employees in the unit whose assigned work location is not City Hall and who are not employees of either the Public Works or Police Departments. These employees’ will be assigned a 9/80 work schedule subject to the same provisions as set forth above for City Hall employees.

5. Additional Provisions Regarding Work Schedules

(a) If, based on operational need, there is a desire to modify an employee’s work schedule the City will provide the Union at least 14 days’ notice to give the Union the opportunity to negotiate over any impacts such schedule change may have to the Unit.

(b) Any unit employee assigned to work a 9/80 schedule may request to work a 5/40 work schedule (eight hours a day, Monday – Friday). All requests should be submitted to the employee’s direct supervisor. Approval will be based on operational feasibility and is subject to approval by the Department Head, Human Resources Director and City Manager.

B. Workweek

For employees working the 9/80 work schedule, their workweek which will be used to calculate overtime will end exactly four hours after the start time of their work shift on the day of the week which constitutes the employee’s alternating regular day off. For example, if an employee’s workday starts at 7:30 a.m. on Friday and her regular day off is Friday, her workweek for calculating overtime shall start at 11:30 a.m. on Friday and end the following Friday at 11:29 a.m. For employees working a 4/10 or 5/40 work schedule, their workweek which will be used to calculate overtime shall begin at Saturday at 12:00 a.m. and end at 11:59 p.m. on Friday.

C. Overtime

Overtime shall mean that time an employee is required to work in excess of forty (40) hours per their defined workweek. Computation of hours worked in the forty-hour workweek shall not include any leave
time, with the exception of City-recognized holidays and those cases where the employee has taken pre-approved paid leave (excluding sick leave) and is mandated by the Department Head or designee to work overtime. All approval for overtime must be requested and granted prior to working the overtime, except in emergency situations. Employees on light duty shall not be eligible to work overtime for special events.

Employees required to work more than forty (40) hours in a workweek shall receive overtime pay at one and one-half (1-1/2) times their regular rate of pay or compensatory time-off at the option of the employee. Overtime shall be paid on the payday following the pay period in which it is earned.

D. Compensatory Time Off

Employees who accrue compensatory time off shall accrue it at the rate of time and one-half to a maximum amount not to exceed 40 hours (i.e., 26.66 overtime hours accrued at time and one half).

An employee desiring to use earned compensatory time-off must first obtain approval from his/her supervisor. If at least 10 days’ notice is provided, compensatory time off will not be denied unless it would be unduly disruptive to the City to grant it. If compensatory time off is requested with less than 10 days’ notice, it may still be granted within the discretion of the employee’s supervisor.

ARTICLE 22: UNIFORMS

A. Public Works Employees

The City shall provide all Public Works Department employees covered by this Agreement with the exception of clerical employees, with clean and presentable work clothing to be laundered and provided through a uniform rental service. There shall be a minimum of nine (9) sets of work clothing. In addition, the City will provide at the beginning of each fiscal year five (5) t-shirts with the City insignia to each employee. Any portion of the uniform which is torn badly stained, or in any way unsuitable in appearance through work activity as determined by the supervisor shall be exchanged and replaced at the discretion of the City. The City will provide for alterations once a year, if needed. The employee shall pay for any additional uniform alterations. City uniforms shall not be worn off duty and every effort shall be made to maintain the highest public image of City employees. The City reserves the right to determine the manner in which this work clothing is provided, to select the uniform rental service, and to select the style and color of the work clothing. Unless mutually agreed, this work clothing shall consist of the following:

1. Work Pants/Shorts (Combination of 9)
2. Work Shirts/T-Shirts
3. Name Patches
4. City Patches
5. City Hats

The employee must make the choice at the beginning of the year whether to wear a collared shirt (with buttons) or with no collar (a t-shirt). The options to wear t-shirts or shorts shall be subject to revocation either individually or collectively at any time by the City if deemed in the City’s best interest and such revocation (with at least 90 days’ notice) shall not become the subject of any grievance proceeding.
All employees must wear orange reflective gear at all times when working in the public right of way. Employees who fail to do so may be subject to discipline.

The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, for “new members” as defined by the Public Employees’ Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

B. Other Departments

Other work clothing items may be issued at the sole discretion of the City on an as needed basis.

ARTICLE 23: TUITION REIMBURSEMENT PROGRAM

The City will continue to provide a tuition reimbursement program in accordance with the applicable Personnel Instruction. The current annual reimbursement amount for tuition and books is $2,500.00.

ARTICLE 24: MEDICARE/SOCIAL SECURITY

If Federal Medicare/Social Security is mandated by Congress, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE 25: DIRECT DEPOSIT

Employees shall receive their bi-weekly compensation through the City's direct deposit program.

ARTICLE 26: VACATION

Employees may be eligible to take paid vacation after six (6) months of employment with the City. Upon six months of satisfactory performance during the initial one-year probationary period the employee will have 20 hours of vacation credited to their vacation account. Thereafter vacation will be accrued at the rates below:

<table>
<thead>
<tr>
<th>Tenure</th>
<th>Vacation hours/month</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than:</td>
<td>Less than or equal to</td>
<td></td>
</tr>
<tr>
<td>Six months</td>
<td>5 full years</td>
<td>7.33</td>
</tr>
<tr>
<td>5 full years</td>
<td>9 full years</td>
<td>8.667</td>
</tr>
<tr>
<td>9 full years</td>
<td>16 full years</td>
<td>10.00</td>
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<tr>
<td>16 full years</td>
<td>17 full years</td>
<td>10.667</td>
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<td>18 full years</td>
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<td>19 full years</td>
<td>20 full years</td>
<td>12.667</td>
</tr>
<tr>
<td>20 full years</td>
<td></td>
<td>13.333</td>
</tr>
</tbody>
</table>
Effective the pay period following January 1, 2021, vacation accrual will be as follows:

<table>
<thead>
<tr>
<th>Tenure Greater than:</th>
<th>Less than or equal to</th>
<th>Vacation hours/month</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six months</td>
<td>5 full years</td>
<td>7.33</td>
<td>263.88</td>
</tr>
<tr>
<td>5 full years</td>
<td>9 full years</td>
<td>8.667</td>
<td>312</td>
</tr>
<tr>
<td>9 full years</td>
<td>16 full years</td>
<td>10.00</td>
<td>360</td>
</tr>
<tr>
<td>16 full years</td>
<td>17 full years</td>
<td>10.667</td>
<td>384</td>
</tr>
<tr>
<td>17 full years</td>
<td>18 full years</td>
<td>11.33</td>
<td>407.88</td>
</tr>
<tr>
<td>18 full years</td>
<td>19 full years</td>
<td>12.00</td>
<td>432</td>
</tr>
<tr>
<td>19 full years</td>
<td>20 full years</td>
<td>12.667</td>
<td>456</td>
</tr>
<tr>
<td>20 full years</td>
<td>22 full years</td>
<td>13.333</td>
<td>480</td>
</tr>
<tr>
<td>22 full years</td>
<td>23 full years</td>
<td>13.667</td>
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<tr>
<td>24 full years</td>
<td>25 full years</td>
<td>14.667</td>
<td>480</td>
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<tr>
<td>25 full years</td>
<td></td>
<td></td>
<td>480</td>
</tr>
</tbody>
</table>

Employees who are in paid status less than eighty (80) hours in a pay period shall accrue a pro-rated amount of vacation based on their number of hours worked.

A. Request for Vacation:

In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one week in advance of the requested period. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time.

It shall be City policy that an employee may request the use of accrued vacation time for the purposes of meeting a personal emergency. Such request may be made at the time of emergency. The granting of the use of vacation shall be solely at the discretion of the supervisor.

B. Maximum Vacation Accumulation:

Employees will be allowed to accumulate vacation leave based on what they could earn in three years (based on years of service as described above). Thus, for example, an employee with between 9 and 16 years of service can accumulate up to 360 hours (10 hours per month x 36 months) of vacation. Upon reaching the vacation accumulation maximum, the employee will not accumulate further vacation until such time that the employee's accumulation rate returns to below the maximum amount. Under special circumstances and with City Manager approval, an employee may be allowed to accrue over the maximum for a limited period of time.
ARTICLE 27: VACATION CASH OUT

On or before the pay period which includes December 15 of each calendar year starting in 2019, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation which will be earned in the following calendar year at the employee’s base rate of pay. On the pay day for the first pay period in December each year in the following year, the employee will receive cash for the amount of Vacation Leave the employee irrevocably elected to cash out in the prior year. However, the employee’s Vacation Leave balance cannot be reduced below 80 hours. Thus, if by receiving cash for employee’s Vacation Leave, the employee’s Vacation Leave balance is less than 80 hours, the employee will receive cash (up to a maximum 40 hours) for the amount above 80 hours.

ARTICLE 28: HOLIDAYS

The following days shall be recognized and observed as paid eight-hour holidays:

1. New Year's Day, January 1.
4. Memorial Day, last Monday in May.
7. Columbus Day, second Monday in October.
9. Thanksgiving Day.
10. Friday following Thanksgiving Day.

To receive nine (9) hours of pay (for employees who work the 9/80 work schedule) on any of the above holidays, an employee must use one (1) hour of vacation, holiday leave or compensatory time off. To receive ten (10) hours of pay (for employees who work the 4/10 work schedule) on any of the above holidays, an employee must use two (2) hours of vacation, holiday leave or compensatory time off.

Per Personnel rule XI, Section 11, if one of the paid holidays falls on a Sunday, the Monday following shall be observed as the holiday. If one of the paid holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. When a City recognized holiday falls on an employee’s regular scheduled day off between Monday and Friday, the employee will accrue eight (8) hours in a holiday bank. The employee may use the hours in the holiday bank as leave time (requesting to use the leave similarly to a request for vacation) except that the hours must be used as leave and cannot be cashed out. The maximum number of hours an employee may have in the holiday bank is forty (40) hours.

On the first full pay period after July 1, 2019 ten (10) hours of floating holiday leave shall be credited to each employee. Effective July 1, 2020, and annually thereafter, twenty (20) hours shall be credited to each employee. Said holiday leave is to be used during the 12 months following the July 1st when it was given. This holiday leave has no cash value and is not eligible to be cashed out.
For those employees in this bargaining unit who are scheduled to work regular shifts on holidays (i.e., Community Service Officers, Police Service Officers, Water Plant Operators, Senior Water Plant Operators and Police Records Technician/Matrons), forty-four (44) hours of holiday leave will be provided during the first full pay period after July 1, and 44 hours during the first full pay period after January 1. In addition, employees in the following classifications who are regularly assigned to the Police Department shall receive the holiday leave bank described above: Executive Secretary, Secretary, Administrative Clerk I and Administrative Clerk II. However, for the employees in these classifications, if they are requested by any supervisor to take off on any of the above holidays because their support is not needed on the holiday, they must use holiday leave to take the day off. If an employee separates from service, payroll will pro-rate the holiday hour’s allotment on a bi-weekly basis starting at July 1 or January 1, whichever is closer to the separation date. If a new employee is hired, the bank of holiday hours provided will be prorated to July 1 or January 1, whichever is closest.

For all employees who receive a holiday bank ten (10) hours of holiday leave may be carried over from year to year.

All floating holiday leave shall be requested in the same manner and subject to the same procedures as vacation requests.

Employees who work other than a 5/40 work schedule must supplement their holidays with vacation leave for the hours in addition to eight (8) hours.

**ARTICLE 29: SICK LEAVE**

A. **Accumulation Rate**

Employees shall be entitled to accumulate eighty (80) hours of sick leave annually, 3.077 hours per period. Employees who are in paid status less than 80 hours in a pay period shall accrue a pro-rated amount of sick leave based on their number of hours worked.

B. **Sick Leave Eligibility Requirements**

1. Employees shall start to accumulate sick leave credit as of their date of employment.
2. Employees shall not accrue sick leave during any pay period during which they are on leave of absence without pay for any part of the pay period.

C. **Sick Leave Utilization Requirements**

Employees with accrued sick leave shall be allowed to utilize such sick leave for the following purposes:

1. Personal illness, personal medical appointments or injury. Anytime an employee uses sick leave for a purpose which qualifies for leave per the Family and Medical Care Leave Act (FMLA), the California Family Rights Act (CFRA) or the California Pregnancy Disability Act (PDA) the City may run the employee’s entitlement to FMLA and CFRA concurrently with the employee’s sick leave. Conversely, an employee who takes FMLA/CFRA leave for their own personal serious
health condition will be required to use his/her sick leave concurrently with the FMLA/CFRA leave.

2. Employees will be allowed up to 40 hours of accumulated sick leave per fiscal year to be used for family sick leave. The purpose of this benefit is to allow unit employees time to care for a child, parent, spouse, registered domestic partner, parent in law, sibling, grandparent or grandchild. Family sick leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to a routine medical or dental appointment. Use of family sick leave shall be authorized and recorded through the payroll process. It is the responsibility of the operating department to track this type of leave. Sick leave may be used for family illness as provided for in the Rules and Regulations and in the City's Family Care and Medical Leave Policy (Personnel Instruction PI-12). The City may require an employee to use accrued leaves, including sick leave concurrently with a leave taken pursuant to the Family and Medical Leave Act and California Family Rights Act where provided for under the law.

3. Employees are encouraged to schedule routine medical or dental appointments outside of regular work hours whenever possible. Unless accompanied by a doctor’s note it is understood that routine doctor and dentist appointments will not be approved in excess of two hours.

D. Sick Leave Notification

1. It is the responsibility of each employee requesting paid sick leave to notify their supervisor at least thirty (30) minutes before the beginning of their work day, or as soon as is reasonably possible. If no personal contact is possible then at a minimum a voice mail message must be left. When someone other than the employee has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their supervisor prior to leaving the work site.

2. After three (3) days of continuous sick leave absence by the employee, the employee must make personal contact with their supervisor, department director or designee and provide an estimated date of return. If an employee is unable to reach either a department manager director or designee, the employee should leave voice mail for the appropriate supervisor and make personal contact with the Human Resources Department. Voice mail and e-mail will not be considered personal contact.

E. Sick Leave Certification and Approval

Per the City’s Rules and Regulations: A department director or designee may require an employee to furnish a doctor’s certificate at any time for proof of illness. However, if the absence is for just one day, the department director or designee should only ask for a note if he/she suspects that there has been an abuse of sick leave.
F. Sick Leave Release

Any employee who is off sick or disabled for more than five (5) consecutive working days shall be required to secure and submit a physician’s release certifying that they are fit to return to work. This release must be submitted to the employee’s supervisor before the employee will be permitted to return to work.

ARTICLE 30: SICK LEAVE CONVERSION

The employees’ annual sick leave conversion program is as follows:

(a) More than 54 hours of unused sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.

(b) 37-54 unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave credited to vacation and the remainder carried over as sick leave.

(c) 36 hours or less of unused sick leave earned in the fiscal year, the employee receives no conversion to vacation and the entire unused sick leave is carried over as sick leave.

ARTICLE 31: JURY DUTY

The City will provide up to 2 weeks (80 hours) paid leave time for employees who serve for jury duty. Personnel Instruction 13 describes the City’s policy and procedures for jury duty.

ARTICLE 32: BEREAVEMENT LEAVE

The City will provide up to forty (40) hours of bereavement leave in a consecutive 12-month period beginning from the date the leave first begins, in the event of the passing of a member of the immediate family, as defined below. This bereavement leave will not be charged to the employee’s accrued leave balances. However, if an employee works a shift with workdays greater than eight (8) hours, (e.g., 9/80 and 4/10) the employee may use his/her own vacation, comp time or holiday leave accruals to be off for five (5) full work days if he/she wants to be paid for five full days off for bereavement leave.

Immediate family is defined as: husband, wife, registered domestic partner, parent, brother, sister, child, mother-in-law father-in-law, sister-in-law, brother-in-law, foster child, foster parent, grandparent and grandchild.

ARTICLE 33: CATASTROPHIC LEAVE

Employees in the unit shall be permitted to donate accrued vacation leave and/or compensatory time off to other City employees who have exhausted all paid leaves, who have been granted an unpaid leave and who need to continue to be absent from work because of a catastrophic injury or illness. The value of the accrued vacation leave and compensatory time off will be determined based on the donating employee's compensation. It will then be converted to hours for the donee's use based on the donee's rate of pay. For example, if an employee who earns $40 per hour donated ten (10) hours of accrued vacation leave and/or compensatory time off to an employee who earns $30 per hour, the donee would receive $400 divided by $30 or $13 = 13 hours of catastrophic leave. Bargaining unit members may donate accrued vacation leave and/or
compensatory time off to members outside of the bargaining unit. The value of such leave will be converted to the donee’s rate of pay. Leave may not be donated from outside the unit. An employee wishing to donate leave must inform the Human Resources Department of his/her desire to donate leave, the amount of the donation and the employee to whom he/she wishes to donate.

ARTICLE 34: INJURY ON DUTY

Miscellaneous Employees with 6 months employment or more shall receive only $1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to the employee's accumulated leaves. Thereafter, the employee shall receive only the $1.00 per pay period salary continuation but may use vacation and/or CTO to receive full pay. During the first 60 days or while receiving vacation or CTO pay, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurances become the responsibility of the employee.

Miscellaneous Employees with less than 6 months employment shall receive only $1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to the employees' accumulated leaves. Thereafter, the employee shall receive only the $1.00 per pay period salary continuation during the first 30 days, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurances become the responsibility of the employee.

ARTICLE 35: CLASSIFICATION CHANGES

During the term of the MOU, if the City wishes to modify any job description for any classification in the unit, it may do so. However, the Union shall have the right (within 10 business days of receiving notice sent to the business agent of the Union, of the change of the job description) to request to meet and confer over any terms and conditions of employment related to the change. For example, salary, hours or title.

ARTICLE 36: PROBATIONARY PERIOD

All employees shall serve a probationary period of not less than one year. Promotional appointments shall serve a probationary period of not less than 6 months. However, if the promotion is made while an employee is on probation, the probationary period shall be not less than one year. A probationary period may be extended up to an additional six months.

ARTICLE 37: TRANSFER

Employees desiring to be transferred from one position to another position in the same class or another class having essentially the same maximum salary limits, involving the performance of similar duties and requiring substantially the same basic qualifications may provide a written request to his/her Department Head whereupon the Department Head will forward said request to the Human Resources Director. Any transfer or request for transfer will be dealt with pursuant to the Civil Service Rules and Regulations of the City.
ARTICLE 38: JOB ABANDONMENT

Employees absent from work without authorization or notification for three (3) consecutive working days, shall be construed to have abandoned their employment with the City and shall be cause for immediate termination subject to Skelly procedures.

ARTICLE 39: GRIEVANCE

1. The purpose of Grievance Procedures:

   (a) To promote Employer-Employee relations by establishing procedures on grievance matters.

   (b) To provide that grievances shall be settled as near as possible to the point of origin.

   (c) To provide that the grievance procedures shall be as informal as possible.

2. A "grievance" shall be defined as a controversy between the City and the Union, or the City and an employee. Such controversy must pertain to one of the following:

   (a) Any matter involving the interpretation of any provision of this MOU; or

   (b) Any matter involving the violations of any provision or intent of this MOU; or

   (c) Any matter involving the interpretation or application of the Personnel Rules or Regulations of the City.

3. Grievances must be submitted on the approved Grievance Submittal Form and within the proper time frames in order to be considered.

4. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

   **Step 1:** An employee's grievance must be submitted orally to his/her first line Supervisor or Management Representative immediately in charge of the aggrieved employee within twenty (20) calendar days after the event giving rise to the grievance. The Supervisor or Management Representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

   **Step 2:** If the grievance is not resolved in Step 1, the grievance will be reduced to writing on the designated form by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this MOU or Personnel Rules and Regulations alleged to have been violated, signed, and dated by the employee and presented to the Department Head or designee within five (5) working days after termination of Step 1. A meeting with the employee, Union Representative (if the employee chooses) and the Department Head or designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Department Head or designee. The Department Head or designee may invite other members of Management to be present at such
meeting. The Department Head or designee will give a written reply by the end of the fifth (5th) working day following the date of the meeting, and the giving of such reply will terminate Step 2.

**Step 3:** If the grievance is not resolved at Step 2, a meeting with the employee, Union Representative (if the employee chooses) and the Human Resources Director or designee shall be arranged at the request of the employee. Said request shall be made within five (5) days of termination of Step 2. The meeting will be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) working days after the request is made for a meeting following the termination of Step 2. The Human Resources Director or designee may invite other members of Management to be present at such meetings. A written reply shall be given to the employee by the end of the fifth (5th) working day from the date of such meeting.

**Step 4:** If the grievance is not resolved in Step 3, the employee may appeal to the City Manager within five (5) working days of the termination of Step 3. The City Manager shall call for a hearing to be held within ten (10) working days from the receipt of the appeal and the discussion at said meeting shall be recorded. The Human Resources Director or designee shall present the evidence on behalf of the City and the employee or representative shall present the evidence on behalf of the grieving party/parties. The City Manager shall hear both sides of the issue and within fifteen (15) working days from the date of such hearing, render a decision in writing to the employee. The City Manager’s decision is final and concludes the grievance procedure.

5. Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

6. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits schedule.

The grievance procedure is the sole and exclusive method to challenge an alleged violation of the MOU.

**ARTICLE 40: DISCIPLINE**

The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved, the employee’s work history and previous formal disciplinary record and take into consideration other incidents with comparable circumstances. For purposes of this article, a working day is defined as a day City Hall is open for business.

**PROVISIONS:**

A. Disciplinary actions defined:

1. **Oral/Written Warning**
   The use of an oral or written warning shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager will review with the employee both the specific deficiencies in question and the City’s standards. The cause(s) of the deficiency will be identified
along with specific improvement needed. The employee should be advised of the action that will be taken should he or she fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

2. **Letter of Reprimand**

   A Letter of Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Letter of Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee’s official personnel file.

3. **Suspension**

   Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4. **Reduction in Pay**

   A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5. **Demotion**

   Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6. **Discharge**

   An employee may be discharged for cause. Employees who are considered At-Will may be removed at any time without cause.

B. **Pre-Disciplinary Procedure**

   If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

   1. Receive written notice of the intended action at least seven (7) working days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.

   2. Receive copies of any known materials, reports or other documents upon which the intended action is based.

   3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Department Head or
designee who has the authority to modify or eliminate the intended disciplinary action.

5. Be given the written decision of the Department Head or designee prior to the effective date of the
disciplinary action.

C. Disciplinary Appeal Process

Grievance Appeal Process

1. Discipline: A disciplinary action of suspension of three (3) days or less, is appealable through the
Grievance Procedure above.

   a. Appeals must be submitted on the Grievance Form or by letter with a description of the nature
   of the grievance, a description of the specific policy(ies) or rule(s) that have alleged to have
   been violated and the requested remedy, within the proper time frames in order to be
   considered. Time limits for filing formal grievances may be extended by mutual agreement
   of the parties.

   b. **Step 1**: The employee may submit the issue for formal review by completing a grievance
   form, stating the specific City Personnel rule or regulation and/or provision(s) of the
   applicable MOU that was improperly applied and stating the specific resolution desired. This
   request should be submitted to the Department Head or his/her designee for review within
   twenty (20) working days of receipt of the disciplinary action. The Department Head or
   designee will give a written reply by the end of the fifth (5th) working day following the date
   the appeal was submitted.

   **Step 2**: If the appeal is not resolved in Step 1 of the formal process, the employee must,
   within five (5) working days, present the appeal to the Human Resources Director for
   processing. The failure of the employee to take this action shall constitute a waiver of the
   appeal, unless time limits are extended through mutual agreement.

   **Step 3**: Within ten (10) working days of receipt of the appeal/, the Human Resources Director
   will set up a meeting between the employee and his/her representative with the City Manager
   or his or her designee to review the issues. A written decision will then be rendered within
   fifteen (15) working days of the meeting. The decision of the City Manager will be final.

   It is not intended that the grievance procedure be used to effect changes in the established salary and
   fringe benefits.

2. A disciplinary action of suspension of four (4) days or more, reduction in pay, demotion or discharge
   is appealable per the appeal procedure below.

   **Appeal Procedure:**

   **Step 1**: The employee may appeal to the City Manager within five (5) days of receipt of the
disciplinary action. The City Manager or his/her designee shall call for a hearing to be held within
 ten (10) days from the receipt of the appeal and the discussion at said meeting shall be recorded.
The Human Resources Director or his/her designee shall present the testimony on behalf of the
 City and the employee or his/her representative shall present the testimony on behalf of the
grieving party(ies). The City Manager or his/her designee shall hear both sides of the issue and
within fifteen (15) days from the date of such hearing, render a decision in writing to the employee.

**Step 2:** The employee then has ten (10) days to file an appeal of the City Manager’s or his designee’s decision with the Board of Review. In cases of discharge or reduction of pay or suspension of five (5) days or less, a decision on the appeal may be made without hearing at the discretion of the Board of Review and after examination of written materials submitted by all parties concerned. The City and Union will split the costs of appeals to the Civil Service Commission if the Union assists the appellant in its Union capacity or in any way financially. Shared costs shall include only those charges from the Civil Service Commission.

**Step 3:** The City Manager may thereupon affirm, revoke or modify the action taken based on his/her judgment. The City Manager’s decision shall then be final and conclusive and shall not be reviewable in any court.

a. **Retention of Documents**

Any written reprimand shall be removed from an employee's personnel file no earlier than eighteen (18) months after the date of issue if the following conditions are met:

1. No discipline has been imposed during the eighteen-month period after the reprimand was issued;
2. The employee requests the removal in writing to the Human Resources Director.

b. **Examples of Misconduct**

It is impossible to provide an exhaustive list of the types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

1. Insubordination, including, but not limited to refusing to follow a work order
2. Intentional or negligent conduct that damages City property or the property of another employee, a customer, a vendor, or a visitor. Removing from the premises without authorization, the property of the City, a City employee, customer, vendor, or visitor. Property includes, but is not limited to, records, supplies, materials, equipment, land or facilities. Intentional or negligent misuse of City property, or the property of another employee, customer, vendor, or visitor
3. Fighting or provoking a fight on City time or property; engaging in horseplay or other action that endangers City property or disrupts work; failure to work cooperatively with others
4. Harassing, threatening, intimidating, insulting, demeaning, using profane or abusive language, or coercing any other employee, customer or visitor, including any violation of the City’s Harassment Policies
5. Bringing or possessing weapons or any other dangerous device onto City property without authorization
6. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire or security hazard

7. Failing to report a work-related accident or injury immediately, or as soon as circumstances permit

8. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on City premises; unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on City premises

9. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported; abuse of sick leave

10. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift; leaving City premises or one's assigned work area during working hours without permission; failure to abide by lunch or break periods or working unauthorized overtime

11. Submitting an employment application containing false or misleading information

12. Unauthorized dissemination of proprietary information or employee records on files; falsifying or destroying any City records, including, but not limited to, any timekeeping records or customer records

13. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his/her position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction

14. Failing to obtain or maintain any required license, registration, certifications, or permit

15. Incompetence; failing to meet acceptable performance standards; failure to perform assigned duties

16. Dishonesty

17. Performance of non-City work on work time

18. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established City policy

19. An employee receiving more than one garnishment (not including child support). A $25.00 initial set up fee and $7.00 service charge per garnishment (excluding child support which shall be $1.00) per payroll check shall be charged to the employee

ARTICLE 41: TIME OFF FOR GRIEVANCE PROCESSING

The City will allow a maximum of two (2) Union stewards a reasonable amount of time to process employee grievances subject to approval by the employees’ Division or Department Head. Additional stewards may be released for City-wide issues with approval of the Human Resources Director and the employees’ Division or
Department Head or designee. The Union will provide written notification to the Human Resources Director of the names of the union stewards and any changes during this contract.

**ARTICLE 42: WORK STOPPAGE PROHIBITION**

Prohibited Conduct

1. The union, its officers, agents, representatives, and members, agree that, during the term of this MOU or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Union, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Union nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.

2. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Union shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this MOU and are unlawful, and that they must immediately cease such conduct and return to work.

3. In the event the Union carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

**ARTICLE 43: DUES DEDUCTION**

Union Dues Collection

The Finance Department shall deduct union dues from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have a union dues deduction for that pay period.

The Union shall set the dues amount pursuant to the International Brotherhood of Teamsters (IBT) constitution and notify in advance all affected employees and the City if the amount will change.
Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of deducting dues from employees who have authorized the deduction.

ARTICLE 44: LAYOFF LANGUAGE

LAYOFF PROCEDURE:

1. **Purpose**: To provide a means by which employees are to be demoted or laid off when a reduction in force occurs.

2. **Definition**: A layoff means a separation resulting from lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level.

3. The Human Resources Director shall send written notice to the last known address of each employee affected by a layoff at least ten (10) days prior to the effective date of the action. The notice shall include the: (a) reason for layoff (i.e., lack of work or funds, abolishment of a position or elimination or reduction in a particular service level); (b) classes or positions to which the employee may transfer or demote within the department, if any; (c) effective date of the action; (d) seniority of the employee within the abolished classifications; (e) an explanation of how the seniority was determined or computed; (f) the conditions governing retention on and reinstatement from reemployment lists; and (g) rules regarding the waiver of reinstatement and voluntary withdrawal from the reemployment list.

4. **Order of Layoff**: The first person laid off in a classification will be the employee in the department with the least amount of City-wide seniority defined as continuous City service, including probationary periods successfully completed. The City is required to use the “seniority rule” in implementing layoffs in accordance with California Government Code section 45100. If two (2) employees have the same amount of seniority, the appointing authority shall determine who will be laid off first, based on performance evaluations or other documentable circumstances.

5. **Non-Discrimination in Reduction in Force**: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's protected class status.

6. **Checkout Upon Layoff, Separation, or Termination**: Any employee who is laid off, terminated, or who separates from the service for any reason shall not receive his final paycheck until he has turned in to his supervisor all City-owned equipment, including his City identification card, and has cleared with his department head the disposition of any clothing, tools, and other working materials that have
been provided to him by the City, and has completed all exit interviews and forms which may be required by City Manager.

7. **Bumping:** An employee designated to be laid off may bump into any vacant position in the same classification elsewhere in the City, or into any position of the same classification held by an employee with lessor seniority elsewhere in the City. If no such position exists, the employee may bump into the next lower classification within the same department, provided that the employee has previously held permanent status in such classification with the City. Thereafter, an employee may bump into any position previously held position by him/her in the City, provided that the occupant of such position has lessor seniority than the employee being laid off. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

8. **Order and Method of Demotion Pursuant to a Reduction in Force** - Required due to a reduction in force, employees shall be demoted in the following manner:

   (a) Employees who are involuntarily demoted, who have held permanent status in a lower classification shall have the right to bump employees of lessor seniority in that lower classification, if the employee exercising the bumping privilege has more classification seniority than the incumbent in the class to which the employee is bumping.

   (b) Employees who have not actually held a lower classification shall be allowed to demote to a position held by a City probationary employee in such lower class, but may not bump a City employee in a lower classification who has passed probation.

   (c) Employee with the least seniority shall be demoted first. Whenever two (2) or more employees have the identical seniority status, the employee with the lowest performance rating shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

9. The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff. The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

10. **Duration of Reinstatement and Reemployment Lists:** The eligibility of individuals on the Reinstatement and Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List.

11. **Notice of Recall From Layoff Shall be by Return Receipt - Requested Mail** and shall specify the date for reporting to work which shall not be more than two (2) weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the
City and attempted delivery or delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have three (3) days to accept or decline the recall opportunity.

An employee who fails to respond in writing within the three (3) days, refuses recall, or fails to report on the prescribed date within the two (2) week maximum, thereby waives all further right to recall and reinstatement as an employee.

Where recall is declined, the City will proceed to the next senior person on the Reinstatement List and follow the same notice and respond procedure. This process will continue through the list until recall needs are met on the list.

Reinstated employees shall receive the following:

(a) Retention of permanent full-time service seniority accrued as of date of layoff.

(b) The salary for the classification in effect as of the date of return, at the same step level as the date of layoff not to exceed the E step.

(c) The accrual rate of vacation and sick leave in effect for the employee's seniority level and class at the time of rehire, but insurance contributions shall be at the level of a new employee while serving the obligatory probation period of six (6) months.

(d) All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire or provided to new hires as of that date.

12. Obligation to Serve Probationary Period: A person appointed from a reemployment list or classification reinstatement list must serve a new probationary period if recall from such list occurs more than one (1) year after the effective date of layoff. The new probationary period in such circumstances shall be not less than six (6) months.

13. Resignation in Lieu of Recall: An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

14. Separation After Layoff Recall: The employee will be entitled to the same severance benefits and pay as are provided in the case of other separations or retirements.

ARTICLE 45: LABOR MANAGEMENT COMMITTEE

The parties agree that regular meetings to explore mutual problems and issues will be beneficial to the relationship between the City and Union. The parties agree to meet on an as needed basis. The purpose of the meetings is to exchange information and to solve problems. The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results or reach agreements they wish to memorialize.
This MOU was ratified by the Teamsters, Local 911 and then approved by the City Council of the City of Manhattan Beach on March 6, 2019.

TEAMSTERS, LOCAL 911

BY _________________________________
Dave Porter
Union Bargaining Committee Member

BY _________________________________
Barbara Rosenberger
Union Bargaining Committee Member

BY _________________________________
Rodolfo Hurtado
Union Bargaining Committee Member

BY _________________________________
Helga Foushanes
Union Bargaining Committee Member

BY _________________________________
John Georgino
Union Bargaining Committee Member

BY _________________________________
Jason Sandoval
Union Bargaining Committee Member

BY _________________________________
Jason Masters
Union Bargaining Committee Member

BY _________________________________
Carlos Rubio
Business Representative,
Teamsters, Local 911 Union Bargaining Committee Chief Negotiator

CITY OF MANHATTAN BEACH

BY _________________________________
Lisa Jenkins
Human Resources Director

BY _________________________________
Steve Charelian
Finance Director

BY _________________________________
Stephanie Katsouleas
Public Works Director

BY _________________________________
Bruce Moe
City Manager

BY _________________________________
Peter J. Brown
Chief Labor Negotiator
EXHIBIT A – SALARY SCHEDULE

On the following pages is a list of the classifications represented by the Teamsters and their salary effective through the term of this MOU.
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