

**2013-2015**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF MANHATTAN BEACH**

**AND**

**CALIFORNIA TEAMSTERS**

**LOCAL 911**

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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. 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, 2013.

## **ARTICLE 2: RECOGNITION AND EFFECTIVE DATES**

This MOU shall become effective January 1, 2013 and will continue in effect through December 31, 2015. 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 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**

Effective March 9, 2013, employees shall receive a 9.5% increase to base salary.

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

Classification and Compensation Study: At the time the parties entered into this MOU, the City was in the middle of conducting a classification and compensation study. The parties agree that once the study is completed it will be presented to the Union. The parties agree to reopen negotiations regarding the survey. The parties agree that both the City and Union must reach an agreement for any aspect of the survey to be implemented. If no agreement is reached, it cannot be implemented. There shall not be any other surveys conducted during the term of this MOU unless agreed upon by the parties.

## **ARTICLE 9: 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 10: MERIT STEP**

New employees hired at A Step may remain in that step for six months. After six months they can be evaluated and if the employee has demonstrated an above average performance, the supervisor shall recommend that the employee be advanced to AA Step, which shall be 5% above the A Step. Advancement on the AA Step shall not be automatic and will be based completely on merit and the employee's performance. Employees not advancing to the AA Step shall stay at the A Step for one year after which they are eligible for advancement to B Step. Employees hired above the A Step shall not be eligible for the merit step.

## **ARTICLE 11: 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, except promotions at "Foreman" level and above shall not be less than one year. 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 12: 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 13: 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 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.

## **ARTICLE 14: STANDBY PAY**

Community Services Officers, Street Maintenance, Water Wastewater Employees: and Information Services (i.e., 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, 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 credited a minimum of two (2) hours compensation. Employees assigned to standby on a City-recognized holiday as listed in the Holiday Article #26, shall receive an additional \$25.00 per day.

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 30 minutes of being called. For Information Systems 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 15: 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 divided by seven (7) = \$35.71 per day.

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 Holiday Article #26, 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 16: 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 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 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 hours as provided herein.

#### **ARTICLE 17: BILINGUAL PAY**

The Bilingual Pay Program provides that there will be no more than six 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 90 days before again applying for certification.

Employees designated and certified as bilingual in Spanish will be compensated \$100.00 per month.

#### **ARTICLE 18: OVERTIME/COMPENSATORY TIME/WORK SCHEDULE**

Overtime shall mean that time an employee is required to work in excess of forty (40) hours per defined 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. Computation of the forty-hour week 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 said overtime, except in emergency situations. 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 and with the following exceptions:

1. Employees in non-clerical positions in the Public Works Department will only be compensated monetarily at the appropriate rate for work performed during scheduled special events, including banner hanging.
2. These same non-clerical employees in the Public Works Department may voluntarily cash out compensatory time hours once a year in the first pay period in December.
3. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed 40 hours. 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. Overtime hours worked in excess of the 40 hours shall be paid on the pay day following the pay period in which it is earned.

#### ALTERNATIVE WORK SCHEDULE

##### City Hall Employees

Effective within 90 days of approval of this MOU by the City Council, with the goal of a sooner implementation date, employees in the bargaining unit assigned to City Hall shall be assigned to 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 days off in a row every other calendar week followed by Saturday and Sunday off in the following week. City Hall will be open Monday through Friday each week. 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 prior to the start of the 9/80 work schedule.

##### Maintenance Employees Assigned to the Public Works Yard

Effective within 90 days of approval of this MOU by the City Council, with the goal of a sooner implementation date, maintenance employees assigned to the Public Works Yard will be assigned to work either a 4/10 work schedule or a 9/80 work schedule. Maintenance employees will initially be assigned to the 4/10 work schedule, with the understanding that if, based on operational needs, it is determined by the City that the 9/80 work schedule is necessary, such employees will be assigned a 9/80 work schedule. The 4/10 work schedule will consist of four ten hour work days followed by three days off. However, the Public Works yard will be open Monday through Friday. If a 9/80 work schedule is chosen, it will be administered as described above for City Hall employees.

##### Trial Period for Both Alternative Work Schedules

Both the 9/80 for City Hall employees and the possible 4/10 for Public Works yard assigned maintenance employees are on a trial basis for one year starting effective within 90 days of approval of this MOU by the City Council, with the goal of a sooner implementation date. In the month prior to one year anniversary of the effective date of the alternative work schedules, the City may advise the Union that either of these work schedules are not meeting the

City's operational needs and will come to an end by the workweek following the one year anniversary of the effective date of the work schedule. The Union may request to meet with the City to discuss the City's decision to end the alternative work schedule(s). However, the decision is the City's to make and is not subject to meet and confer. If the City does not advise the Union prior to the one year anniversary of the effective day of the alternative work schedule of its decision to end the work schedule(s), such work schedule(s) shall continue and be the work schedule(s) during the remainder of the term of this MOU.

Effective within 90 days of approval of this MOU by the City Council, with the goal of a sooner implementation date, Water Plant Operators Will work a 5/40 work schedule.

Some full-time employees in the unit (who are neither assigned to City Hall nor the Public works yard) are scheduled to work a 5/40 work schedule - consisting of five consecutive eight-hour workdays. The parties agree that the City Manager may require or authorize an employee working a 5/40 work schedule to work an alternative work schedule (such as a 9/80 or 4/10 work schedule). Like employees assigned to City Hall (who will be working the 9/80 work schedule) and the Public Works yard (who will be working the 4/10 work schedule) such employees' alternative work schedules are subject to the trial period described above. If these alternative work schedules continue beyond the trial period (one year from the effective date of the work schedule(s)), and there is a desire to modify an employee's alternative work schedule beyond that date, 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.

#### **ARTICLE 19: 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 20: BOOT ALLOWANCE**

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/Park Services Enforcement Officer/General Service Division Warehouse Employees

The City will provide reimbursement for one (1) pair of boots plus one 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 boots which cost less than the maximum provided herein and wishes to purchase supplies for his/her boots (e.g., laces or mink oil) he/she may do so if the purchases are made at the same time as the purchase of the boots and the receipt(s) is provided at the same time as the receipt for the boots.

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

These employees must wear boots that meet City specifications at all times while on duty.

**ARTICLE 21: UNIFORMS**

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 eleven (11) 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:

- A. Work Pants/Shorts (Combination of 11)
- B. Work Shirts/T-Shirts
- C. Name Patches
- D. City Patches

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.

#### Other Departments

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

### **ARTICLE 22: TUITION REIMBURSEMENT PROGRAM**

The City will continue to provide a tuition reimbursement program in accordance with Personnel Instruction 26. The current annual reimbursement amount for tuition and books is \$2,500.00

### **ARTICLE 23: 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 24: BEREAVEMENT LEAVE**

The City will provide up to 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, the employee may use his/her own vacation, comp time or holiday leave accruals to be off for five 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 25: 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 Tech/Matron 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 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 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, Police Services Officer and Police Records Tech/Matron 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. If not returned to the City, the replacement cost of items shall be deducted from the employee's final check.

**B. Uniform Shoes And Reimbursement**

Uniform shoes shall be worn by employees in the classifications of Community Services Officer, Police Services Officer and Police Records Tech/Matron. All Uniform shoes must comply with department standards. Reimbursement of up to \$225.00 will be provided upon adequate proof of purchase.

**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 are worked. This rate will be applied to all hours worked.

**E. Work Schedules**

Police Records Tech/Matrons shall continue their 4/10 work schedule.

Community Services Officers shall continue their 9/80 work schedule. The parties acknowledge that on the effective date of this MOU, CSO's were working a 4/10 work schedule. Such work schedule may continue to be worked by CSO's if authorized by the City Manager. In addition, if approved by the City Manager, the Administrative Clerk I/II and Secretary may work a 4/10 work schedule.

Police Services Officers shall continue their 4/10 work schedule.

**F. Training Pay**

The "training pay program" provides that payment will be made at 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. 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.

**G. 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 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 specialty pay in acknowledgement of their specialized training and duties.

**H. Working During Meal Times**

Employees in the classifications of Community Service Officer, Police Services Officer and Police Records Tech/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 for service.

**ARTICLE 26: HOLIDAY/PERSONAL LEAVE**

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

1. New Year's Day, January 1.
2. Martin Luther King, Jr. Day, third Monday in January.
3. Washington's Birthday, third Monday in February.
4. Memorial Day, last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.
8. Veteran's Day, November 11th.
9. Thanksgiving Day.
10. Friday following Thanksgiving Day.
11. Christmas, December 25th.

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, the holiday may be observed on the work day prior or the work day after the holiday as determined by the employee's immediate supervisor.

Annually on the first full pay period after July 1, a floating holiday and two hours personal leave shall be credited to each employee working for the City. Said holiday leave is to be used during the 12 months following the July 1st when it was given.

For those employees in this bargaining unit who are scheduled to work regular shifts on holidays (i.e., Community Service Officers. Police Service Officers and Police Records Tech/Matrons), 54 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. If an employee separates from service, payroll will pro-rate the holiday hours 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.

Ten (10) hours of holiday leave may be carried over from year to year.

All floating holiday and personal 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 27: VACATION**

Employees may be eligible to take paid vacation after six 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:

<u>Tenure</u>	<u>Vacation</u>	
Greater than:	Less than or equal to:	
Six months	5 full years	7.33
5 full years	9 full years	8.667
9 full years	16 full years	10.00
16 full years	17 full years	10.667
17 full years	18 full years	11.33
18 full years	19 full years	12.00
19 full years	20 full years	12.667
20 full years		13.333

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.

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 28: VACATION CASH OUT**

Employees may request in writing to cash out up to 40 hours of their accumulated vacation time each year provided that at least eighty (80) hours of accrued vacation time remains after the cash out. Requests for vacation cash out can only be made once in each 12-month period and must be made by May 31<sup>st</sup>. The payout will be made as soon as administratively possible, which should be the first pay check in June. Payment is calculated on base salary and is subject to ordinary deductions and withholdings.

**ARTICLE 29: SICK LEAVE**

A. Accumulation Rate

Employees shall be entitled to accumulate 80 hours of sick leave annually, 3.077 hours per period.

B. Sick Leave Eligibility Requirements

1. Employees shall start to accumulate sick leave credit as of their date of employment and shall be eligible to use sick leave after completion of the first six months of their initial probation period.
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 and/or registered domestic partner. 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 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 Care 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 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 Rule XI, Section 3 (i) of 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.

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:

1. 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.
2. 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.

3. 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: HEALTH INSURANCE (medical, retiree medical, dental, vision, long and short term disability)**

##### 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. Effective March 9, 2013 (for the increases which occurred in December 2012) and for each calendar year thereafter, 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. However, employees who opt out of health insurance completely are eligible to allocate (from a cafeteria plan allocation of up to a maximum of 97% of the employee only Kaiser HMO premium rate) up to the maximum permitted by law to be allocated into the City's Section 125 Flexible Benefits Plan for Health Care (\$2,500 for calendar year) and Childcare (\$5,000 for calendar year 2013), paid monthly. Any health care allowances which exceed the maximums permitted to be allocated to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan will not be provided to employees. The participating employee will pay the appropriate monthly administrative fee for this plan.

Effective January 11, 1992, the City paid \$1.00 per month for employees and retirees electing to participate in the CalPERS medical insurance program. The \$1.00 per month amount increased each year by 5% of the minimum employer contribution as provided under government Code section 22825 of the PEMHCA. This amount is included in the contribution levels listed above for employees.

During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing the impact of the Affordable Care Act.

#### Retiree Medical

Any employee who retired on or after December 31, 2008, and who has 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:

- 1) The retiree reaches 65 years of age; or
- 2) The retiree becomes eligible for Medicare.

#### 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.

#### Vision

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

#### Long Term Disability

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

#### 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 32: 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 33: 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 34: 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 35: RETIREMENT**

The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) will go into effect on the first day of the term of this MOU and that any provisions of that law which automatically become effective on January 1, 2013, shall do so. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which automatically goes into effect, it shall do so without impairing the parties' MOU. Either party may request to negotiate over the impact of such subsequent legislation.

1. 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, are responsible for paying the employee contribution to the 2% @ 55 retirement benefit which the City contracts for with CalPERS through a payroll deduction as follows: Effective March 9, 2013, unit members shall start to pay the seven percent (7%) member contribution. 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 one half of the normal cost as defined by the Act as their employee retirement contribution.
  
2. 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 compensation earnable 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.

3. 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’ will be provided the 2% @ age 62 benefit provided for in the Public Employees’ Retirement Law.
4. The City contracted with CalPERS for miscellaneous employees to provide for Sick Leave Conversion pursuant to Section 20965.

## **ARTICLE 36: 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.

## **ARTICLE 37: 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 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 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 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 (5<sup>th</sup>) 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 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 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 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.

## **ARTICLE 38: 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 39: 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 with- holding 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 40: AGENCY SHOP AND DUES DEDUCTION**

##### Legislative Authority

The City of Manhattan Beach (City) and California Teamsters Local 911, (Union) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held on August 8, 2002, a majority of the full time, regular employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay union dues; or
2. Pay an agency fee for representation; or
3. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

##### Union Dues/Agency Fee Collection

The Finance Department shall deduct union dues, agency fee and religious exemption fees 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 or agency fee deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

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.

##### New Hire Notification

All newly hired employees shall be informed by Human Resources, at the time of hire that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this MOU and a form, mutually developed between the City and the Union that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect his/her choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

#### Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee's name, classification and date of hire.

#### Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious, body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, and those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations:

1. United Way
2. 1736 Family Crisis Center

#### 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.

#### Rescission of Agreement

The Agency Shop agreement may be rescinded at any time during the term of this MOU by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation Service and in accordance with state law.

#### 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 implementing and maintaining this agreement.

## **ARTICLE 41: DIRECT DEPOSIT**

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

## **ARTICLE 42: GARNISHMENTS**

An employee receiving more than one garnishment (not including child support) in a five year period shall be cause for immediate termination subject to Skelly procedures. 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 43: 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 less 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 less 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 less 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 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.

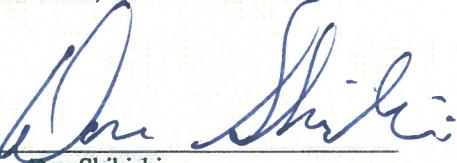
#### **ARTICLE 44: LABOR MANAGEMENT COMMITTEE**

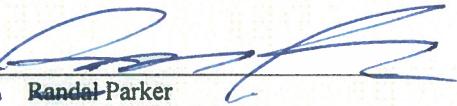
The parties agree that regular meetings to explore mutual problems and issues will be beneficial to the relationship between the City and Union. The parties agree to meet on an as needed basis. The purpose of the meetings is to exchange information and to solve problems. The parties agree that such meetings 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, 2013.

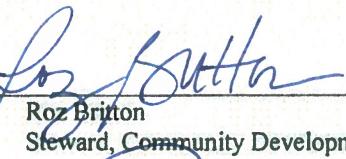
**TEAMSTERS, LOCAL 911**

BY

  
Don Skibiski  
Steward, Public Works

BY  
  
Randal Parker  
Steward, Public Works

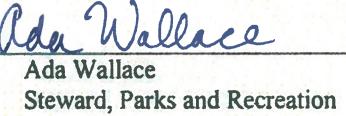
BY

  
Roz Britton  
Steward, Community Development

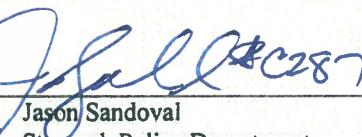
BY

  
Barbara Rosenberger  
Steward, Police Department

BY

  
Ada Wallace  
Steward, Parks and Recreation

BY

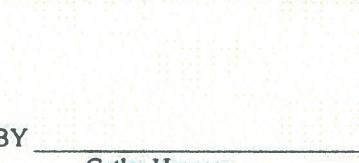
  
Jason Sandoval  
Steward, Police Department

BY

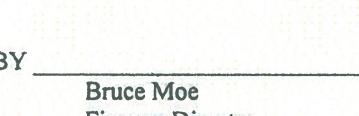
  
Gregorio Daniel  
Business Representative,  
Teamsters, Local 911

**CITY OF MANHATTAN BEACH**

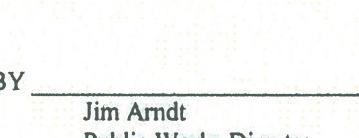
BY

  
Cathy Hanson  
Human Resources Director

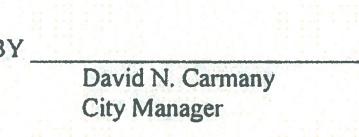
BY

  
Bruce Moe  
Finance Director

BY

  
Jim Arndt  
Public Works Director

BY

  
David N. Carmany  
City Manager

BY

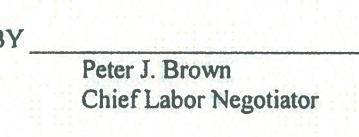
  
Peter J. Brown  
Chief Labor Negotiator

Exhibit A – On the next two pages is a list of the classifications represented by the Teamsters and their salary effective March 9, 2013 and through the term of this MOU.

**TEAMSTERS**

Account Services Representative I*	<b>3/9/2013</b>	3785	3974	4173	4382	4601	4831
Administrative Clerk I (Flex Class)*	<b>3/9/2013</b>	3127	3283	3447	3619	3800	3990
Administrative Clerk II (Flex Class)*	<b>3/9/2013</b>	3292	3457	3630	3811	4002	4202
Assistant Planner	<b>3/9/2013</b>	5413	5684	5968	6266	6579	6908
Associate Engineer (Flex Class w/ Eng. Asst.)	<b>3/9/2013</b>	6993	7343	7710	8096	8501	8926
Associate Planner	<b>3/9/2013</b>	6267	6580	6909	7254	7617	7998
Building Inspector	<b>3/9/2013</b>	5246	5508	5783	6072	6376	6695
Building Repair Craftsperson	<b>3/9/2013</b>	4503	4728	4964	5212	5473	5747
Code Enforcement Officer	<b>3/9/2013</b>	5214	5475	5749	6036	6338	6655
Community Services Officer*	<b>3/9/2013</b>	4025	4226	4437	4659	4892	5137
Crime Analyst/ Information Tech. Specialist	<b>3/9/2013</b>	5752	6040	6342	6659	6992	7342
Data Entry Operator	<b>3/9/2013</b>	3203	3363	3531	3708	3893	4088
Electrician	<b>3/9/2013</b>	4900	5145	5402	5672	5956	6254
Engineering Assistant (Flex Class w/ Assoc. Eng.)	<b>3/9/2013</b>	6043	6345	6662	6995	7345	7712
Engineering Technician I (Flex Class)	<b>3/9/2013</b>	4615	4846	5088	5342	5609	5889
Engineering Technician II (Flex Class)	<b>3/9/2013</b>	5089	5343	5610	5890	6184	6493
Equipment Mechanic I (Flex Class)	<b>3/9/2013</b>	3884	4078	4282	4496	4721	4957
Equipment Mechanic II (Flex Class)	<b>3/9/2013</b>	4845	5087	5341	5608	5888	6182
Executive Secretary	<b>3/9/2013</b>	4564	4792	5032	5284	5548	5825
Facilities Reservation Clerk	<b>3/9/2013</b>	3292	3457	3630	3811	4002	4202
General Services Coordinator	<b>3/9/2013</b>	4852	5095	5350	5617	5898	6193
Geographic Information Systems Technician	<b>3/9/2013</b>	5089	5343	5610	5890	6184	6493
Human Resources Assistant	<b>3/9/2013</b>	3710	3895	4090	4295	4510	4736
Information Systems Specialist	<b>3/9/2013</b>	5752	6040	6342	6659	6992	7342
Maintenance Worker I (Flex Class)	<b>3/9/2013</b>	3710	3895	4090	4295	4510	4736
Maintenance Worker II (Flex Class)	<b>3/9/2013</b>	3990	4189	4398	4618	4849	5091
Maintenance Worker III	<b>3/9/2013</b>	4501	4726	4962	5210	5470	5744
Meter Repair Worker	<b>3/9/2013</b>	4086	4290	4505	4730	4966	5214
Network Administrator	<b>3/9/2013</b>	6617	6948	7295	7660	8043	8445
Park Services Enforcement Officer	<b>3/9/2013</b>	5214	5475	5749	6036	6338	6655
Permits Technician	<b>3/9/2013</b>	4433	4655	4888	5132	5389	5658
Plan Check Engineer	<b>3/9/2013</b>	6668	7001	7351	7719	8105	8510
Police Academy Trainee	<b>3/9/2013</b>						5602
Police Records Technician /Matron*	<b>3/9/2013</b>	4034	4236	4448	4670	4904	5149
Police Services Officer*	<b>3/9/2013</b>	4390	4609	4839	5081	5335	5602

Plan Check Engineer	3/9/2013	6668	7001	7351	7719	8105	8510
Police Academy Trainee	3/9/2013						5602
Police Records Technician /Matron*	3/9/2013	4034	4236	4448	4670	4904	5149
Police Services Officer*	3/9/2013	4390	4609	4839	5081	5335	5602
Principal Building Inspector	3/9/2013	6782	7121	7477	7851	8244	8656
Public Works Inspector	3/9/2013	5096	5351	5619	5900	6195	6505
Purchasing Clerk	3/9/2013	3895	4090	4294	4509	4734	4971
Receptionist Clerk	3/9/2013	3379	3548	3725	3911	4107	4312
Recreation Supervisor*	3/9/2013	4973	5222	5483	5757	6045	6347
Revenue Services Specialist	3/9/2013	4623	4854	5097	5352	5620	5901
Secretary	3/9/2013	4036	4238	4450	4673	4907	5152
Senior Building Inspector	3/9/2013	6165	6473	6797	7137	7494	7869
Senior Deputy City Clerk	3/9/2013	4847	5089	5343	5610	5890	6185
Senior Permits Technician	3/9/2013	4652	4885	5129	5385	5654	5937
Senior Water Plant Operator	3/9/2013	4984	5233	5495	5770	6058	6361
Sewer Maintenance Worker	3/9/2013	4188	4397	4617	4848	5090	5344
Transportation Services Operator*	3/9/2013	3814	4005	4205	4415	4636	4868
Water Meter Reader	3/9/2013	3710	3895	4090	4295	4510	4736
Water Plant Operator	3/9/2013	4604	4834	5076	5330	5596	5876