

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF MANHATTAN BEACH**

**AND**

**Manhattan Beach Part-Time Employees Association**

**November 6, 2018 – December 31, 2019**

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## **ARTICLE 1: PREAMBLE/TERM**

This Memorandum of Understanding (“MOU” or “Agreement”) is prepared between representatives of the City Manager of the City of Manhattan Beach and the Manhattan Beach Part-Time Employees Association (MBPTEA) or (Association). Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California the parties have met and conferred in good faith and hereby agree to this MOU effective November 6, 2018 – December 31, 2019.

## **ARTICLE 2: RECOGNITION AND TERM**

This MOU shall become effective following City Council approval on November 6, 2018 and will continue in effect through December 31, 2019. The MBPTEA is the exclusive representative of all employees in the part-time classification of Transportation Services Operator. This MOU represents the full and complete understanding between the parties.

## **ARTICLE 3: SAVINGS CLAUSE**

If any provision 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: 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. 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.

## **ARTICLE 5: NON-DISCRIMINATION**

It is agreed that neither the Association nor the City shall discriminate against any employee because of membership in any protected class identified by law.

## **ARTICLE 6: RELEASE TIME**

When bargaining sessions or Labor Management Committee Meetings occur during the scheduled work hours of a bargaining unit member, the City will provide paid release time for two bargaining unit members to participate in negotiations. When bargaining sessions are scheduled during non-work hours, no compensation is provided to employees who attend those meetings.

#### **ARTICLE 7: AT-WILL STATUS**

Employees in the part-time classification of Transportation Services Operator serve in an at-will appointment and are not part of the City's classified service. Individuals may be appointed and/or separated from employment at any time with or without cause. There are no appeal rights for at-will employees separated from employment unless provided for by law.

#### **ARTICLE 8: CLASSIFICATION CHANGES**

If the City wishes to modify the job description for Transportation Services Operator, it may do so. However, the Association shall have the right (within 10 business days of receiving notice sent to the MBPTEA President and City Employees Associates, of the change of the job description) to request to meet and confer over any terms and conditions of employment related to the change.

#### **ARTICLE 9: WAGES**

Effective the beginning of the pay period that the terms of the MOU are ratified by MBPTEA, the salary schedule (listed at hourly rates of pay) for part-time Transportation Services Operator will be as follows:

Step A	\$23.63
Step B	\$26.06
Step C	\$27.35

#### **ARTICLE 10: MOVEMENT THROUGH THE STEP SCHEDULE**

New employees are usually hired at the A Step and remain in that step for six months. After six months, with a minimum of three hundred hours worked, they are evaluated and if the employee has demonstrated a satisfactory performance, the supervisor shall recommend that the employee be advanced to B Step. Following twelve months at B Step, with a minimum of three hundred hours worked, and a performance evaluation with demonstrated satisfactory performance, an employee shall be recommended to advance to the C Step.

#### **ARTICLE 11: WORK SCHEDULES**

Work schedules for part-time employees are assigned at the sole discretion of the department. Employees in part-time Transportation Services Operator positions are allocated in the City's budget by anticipated hours of work scheduled each week. The department will strive to ensure

anticipated hours are met for each part-time employee prior to assigning additional shifts to employees.

#### **ARTICLE 12: STANDBY PAY**

To assist the department in ensuring the availability of a part-time Transportation Services Operator to respond to a call in to work, the department may assign a part-time Transportation Services Operator to daily stand-by for a twenty-four hour period. Standby time is not considered time worked. Employees assigned to daily standby will be compensated at the daily rate of standby pay as \$35.71 per day.

Daily standby is a consecutive 24-hour period that aligns with a calendar day. Daily standby is only assigned on weekends. If an employee is called in to work from standby, the employee shall be paid from the time they get the call to the time they leave the City following the completion of the work requiring them to be called back.

The Department Director, who determines that daily standby duty is necessary, 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.

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 within 30 minutes of being called. Employees must be able to perform their job functions while on standby and refrain from drinking alcohol or taking any substance that would inhibit their ability to drive in a safe and legal manner. The Department may establish additional guidelines for employees on standby.

#### **ARTICLE 13: OVERTIME**

Overtime shall mean that time an employee is required to work in excess of forty (40) hours per defined seven-day workweek. Computation of the forty-hour week shall not include any leave time. All approval for overtime must be authorized 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.

#### **ARTICLE 14: UNIFORMS**

The Department will provide work shirts/t-shirts for part-time Transportation Services Operators upon hire and will supplement/replace shirts as-needed. The Department may provide a jacket and/or cap for employees to wear while on-duty.

#### **ARTICLE 15: SICK LEAVE**

The City will provide sick leave and permit use of sick leave as required by law.

## **ARTICLE 16: HEALTH INSURANCE**

The City will offer medical insurance coverage as required by law.

## **ARTICLE 17: RETIREMENT**

Part-Time Transportation Services Operators are enrolled in the PARS defined contribution retirement program. Employees contribute 7% toward their retirement fund.

For Part-Time Transportation Services Operators who qualify for enrollment in CalPERS, the following applies:

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., they are 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.

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 identified annually with the CalPERS valuation provided to the City as their employee retirement contribution. If one half the normal cost rate is below seven percent (7%), the remaining contribution up to seven percent (7%) is made 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).

## **ARTICLE 18: GRIEVANCE PROCEDURE**

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 MBPTEA, 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 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 or in writing to his/her Department Head within fourteen (14) calendar days after the event giving rise to the grievance. The Department Head will give his/her answer to the employee by the end of the seventh (7th) 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 at Step 1, the grievance will be reduced to writing, 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 or MBPTEA Representative and presented to the Human Resources Director or designee within five (5) working days after termination of Step 1. A meeting with the employee, MBPTEA Representative (if the employee chooses) and the Human Resources Director or designee shall be arranged at the request of the employee. 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 1. 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 and/or MBPTEA by the end of the seventh (7th) working day from the date of such meeting. The Human Resources Director'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 to compensation and/or benefits.
7. An employee, during his/her working hours, may participate in meetings to resolve grievances without the loss of compensation. When meetings are held outside of the employees scheduled work hours, no additional compensation will be provided to the employee. An employee must notify his/her supervisor at least three (3) work days prior to any meeting so that coverage for the time away from the shift can be covered. Should shift coverage not be available, the parties agree to reschedule the meeting to a time when shift coverage can be accommodated.
8. The grievance procedure is the sole and exclusive method to challenge an alleged violation of the MOU and/or Personnel Rules and Regulations.

#### **ARTICLE 19: MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION**

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU: provided however, that any employee in the unit may terminate such Association dues during the first ten (10) days of January by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

The Association 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 20: DIRECT DEPOSIT**

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

#### **ARTICLE 21: CITY GYM**

Part-time Transportation Services Operators who complete the City provided waiver and comply with City rules regarding the use of the City gym, may use the City gym.

#### **ARTICLE 22: DEFERRED COMPENSATION (457 PLAN)**



Part-time Transportation Services Operators may voluntarily elect to participate in the City's 457 deferred compensation plan at their own expense. No City contributions will be made for voluntary participation.

**ARTICLE 23: 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 Association. The parties agree to meet on an as needed basis but not more often than quarterly. 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 Manhattan Beach Part-Time Employee Association and then approved by the City Council of the City of Manhattan Beach on November 6, 2018.

**MBPTEA**

**CITY OF MANHATTAN BEACH**

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MBPTEA Bargaining Committee Member

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