

August 7, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

City Council Meeting of
August 12, 2003

**Resolution Approving Memorandum of Understanding Between the City and the
Hermosa Beach Professional & Administrative Employees' Association.**

Recommendation:

It is recommended that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City and the Hermosa Beach Professional & Administrative Employees' Association.

Background:

The City Council directed staff to meet and confer with representatives of this employee group to discuss wages, hours, and working conditions contained in the Memorandum of Understanding that expired on June 30, 2003. The parties have reached a tentative agreement on the terms described below. The members of the employee group are scheduled to meet August 11, 2003 and are recommending approval of the tentative agreement.

The negotiated major changes include:

1. Term of the agreement is to be July 1, 2003 through June 30, 2005.
2. Salary increases of: 3.45% effective July 1, 2003
3.5% effective July 1, 2004
3. Other changes include adding an Agency Shop provision, increasing in the life insurance benefit, adding "out of class" pay for temporary assignments, adding advisory arbitration language, and implementing changes related to overtime exemptions and the Fair Labor Standards Act.

Funding for this has been included in Prospective Expenditures account of the 2000-2001 Budget.

Respectfully submitted:

Michael Earl
Personnel & Risk Management Director

Stephen Burrell
City Manager

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA, TO ADOPT A MEMORANDUM OF UNDERSTANDING WITH THE HERMOSA BEACH PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES BARGAINING UNIT.

WHEREAS, employees of the City of Hermosa Beach, California represented by the Hermosa Beach Professional and Administrative Employees Bargaining Unit, have elected to meet and confer with the City of Hermosa Beach on matters concerning wages, hours, and working conditions; and,

WHEREAS, the above personnel have selected certain individuals to represent them; and

WHEREAS, Employee and Management representatives have jointly negotiated a Memorandum of Understanding which has been ratified by a majority vote of the members of the Hermosa Beach Professional and Administrative Employees Bargaining Unit; and

WHEREAS, the Employee and Management representatives have mutually agreed to recommend that the City Council adopt this Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Hermosa Beach resolves to enter into a Memorandum of Understanding to be effective for the period of July 1, 2003 through and including June 30, 2005, and authorizes the City Manager to sign the Memorandum of Understanding on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which time same is passed and adopted.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF AUGUST 2003,

PRESIDENT of the City Council and MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HERMOSA BEACH

AND

PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES

JULY 1, 2003 - JUNE 30, 2005

**MEMORANDUM OF UNDERSTANDING
FOR THE
PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES UNIT**

ARTICLE 1 – PREAMBLE

The provisions of this Agreement have been developed in the interest of promoting and improving Employee relations between the City of Hermosa Beach, California and the Professional and Administrative Employees who are represented by the Hermosa Beach Professional and Administrative Employees (P&AE).

ARTICLE 2 – RECOGNITION

The City recognizes the P&AE as the exclusive bargaining representative for all Employees who are or become employed in those job classifications contained on Exhibit "A", which is attached hereto and made a part of this Agreement. The parties recognize that this Agreement contains wages, benefits and working conditions that pertain only to members of the P&AE.

ARTICLE 3 – MANAGEMENT RIGHTS

- A. It is agreed that during the term of this Agreement herein the exercise of the following powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, City Personnel Ordinance, Personnel Rules and Regulations, and other statutory law.
- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on Employees of the bargaining unit, the City agrees to meet and confer with representatives of the P&AE, regarding the impact of the exercise of such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.
- C. **MANAGEMENT RIGHTS**
 - 1. Manage the City.
 - 2. Schedule working hours.
 - 3. Establish, modify or change work schedules or standards.
 - 4. Institute changes in procedures.

5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any Employee.

6. Determine the location of any new facilities, building, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used herein.
9. Determine processes, techniques, methods and means of performing services.
10. Determine the size, character and use of inventories.
11. Determine the financial policy including accounting procedures.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of Employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to Employees.
16. Determine policy affecting the selection of new Employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which operations are to be conducted.
25. Require Employees, where necessary, to take in-service training courses during working hours.

26. Determine duties to be included in any job classifications.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any and all necessary action to carry out the mission of the City in cases of an emergency.

ARTICLE 4 – NON-DISCRIMINATION

Both parties to this Agreement agree not to discriminate against any Employee or applicant because of age, gender, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or Association membership or activity. Additionally, the City expects and requires all Employees to treat one another with dignity and respect. Harassment of fellow Employees is a violation of law. No employment decision may be made based upon an Employee's submission to or rejection of such conduct. It is the responsibility of any Employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic or religious, to report the conduct to the supervisor, Department Head, Personnel Director or the City Manager in a timely manner.

ARTICLE 5 – PROBATION

There shall be a one (1) year probationary period for all appointments to the Professional and Administrative classes as described in this Resolution.

ARTICLE 6 – WAGE RATE

The City agrees to hire and appropriately compensate capable Professional and Administrative Employees. They will be professional, adequately trained, meet standards required for such positions, and the Council reaffirms that compensation will include such items as salary, contribution for PERS, deferred compensation, health insurance and merit pay.

- A. Effective July 1, 2003, the wage rates shall be as described in Exhibit "A".
- B. Effective July 1, 2004 base salary shall be increased 3.5%.

ARTICLE 7 – DEFERRED COMPENSATION

Each Employee, individually, may elect to participate in the Deferred Compensation Plans established and adopted by the City of Hermosa Beach.

ARTICLE 8 – PREMIUM PAY

A. Bilingual Skill Premium

1. Effective July 1, 1994, the City agrees to pay a 5% premium above base salary per month to full time Employees, not to exceed three (3) in number, who have demonstrated proficiency/fluency in a second language which has been demonstrated to be of value to the City in providing customer service.
2. An Employee receiving bilingual skill premium will be called upon to assist in any department within the City on an “as needed basis” to provide interpretation services. Individuals receiving a bilingual skill premium may periodically be subject to call-out or be required to work in excess of their regular schedule. In the event of call-out or overtime, compensation shall be in accordance with the appropriate provisions of this Agreement.
3. Employees with bilingual ability will be tested for oral skill in the designated language by the Personnel Director. Applicants must successfully pass the examination to be eligible for bilingual premium. Periodic evaluation of incumbents receiving bilingual skill premium will be required.
4. Should there be more than three (3) applicants for bilingual premium, the City reserves the right to select the applicant who best meets the needs of the City. Factors to be considered in selection include, but are not limited to: proficiency in both speaking and writing designated language as well as the ability to provide multiple shift coverage.

B. Special Event Supervision Premium

1. Any Recreation Supervisor assigned responsibility for coordination of resources, emergency response, oversight, and on-call availability for large-scale commercial special events scheduled during other than regularly scheduled work hours may receive a three hundred dollar (\$300) per event day premium. Should it be determined that this classification is not exempt from FLSA overtime, then this section would be deleted.
2. Any individual so assigned by the Community Resources Director may receive said premium lieu of any accrual of Administrative Time. In no case shall an Employee receive Administrative Time and premium concurrently, but will receive one or the other. Administrative Time may

only be accrued in lieu of premium with prior approval of the Community Resources Director.

3. The City agrees that individuals in classifications other than Recreation Supervisor may be assigned the responsibilities described above if they are designated as qualified by the Community Resources Director.
4. No more than one individual per event day shall be eligible to be assigned as Special Event Supervisor and receive this pay.

C. Building Division Manager Premium Pay

1. An Employee classified as Senior Building Inspector may be eligible for Division Manager Premium Pay in an amount up to 10% above base salary as determined by the Community Development Director and approved by the City Manager.
2. To be eligible for Division Manager Premium Pay, the Senior Building Inspector must possess ICBO Certification as a Certified Plans Examiner and be assigned, and demonstrate superior performance, as Division Manager for the Building & Safety Division of the Community Development Department.
3. Division Manager responsibilities include, but are not limited to: supervision of professional and clerical staff; preparation of Building Division reports; completion of special projects as assigned; management of code enforcement activities; preparation and presentation of Planning Commission and City Council reports; preparation and monitoring of the division's budget; training and evaluation of personnel; and, review of projects for conformance with building code, zoning ordinance and municipal code standards.
4. Eligibility for Division Manager Premium Pay may be rescinded (or reduced) by the Community Development Director for failure to perform Division Manager duties in a superior manner or failure to maintain required ICBO Certification.

D. Public Works Superintendent Premium Pay

1. An Employee classified as the Public Works Superintendent shall be eligible to receive a ten percent (10%) monthly premium above salary base for duties performed in maintaining an emergency "call out" program for the Public Works Department. The duties shall include responding to emergency after hours calls from Police Dispatch or other appropriate Department, and coordinating work crews to respond to the emergency.
2. This premium is compensation for all nonscheduled after hours duties.

ARTICLE 9 – MERIT PAY

- A. The following P&AE Employees will be eligible to receive Merit Pay: City Planner, Assistant Engineer, Senior Building Inspector, Planning Associate, Public Works Superintendent, Police Records Administrator/System Manager, Citation Records Administrator, Recreation Supervisor, Associate Engineer, Planning Assistant and Accounting Supervisor. Said merit pay will be up to a maximum of +5% of base monthly pay payable for three-month increments. The standard to be considered in the performance evaluation will be timely response to those goals and objectives established between the Employee and department director at the commencement of the evaluation period.
- B. For salary comparison purposes, base salary shall be increased by 3.75% (75% of maximum Merit Pay) to adjust for Merit Pay eligibility for those classes eligible.

ARTICLE 10 – EDUCATIONAL ALLOWANCE

- A. City agrees that P&AE Employees who desire to enroll in training and/or academic courses at a State of California approved and/or recognized college or university that may provide the Employee with general or specific skills and/or knowledge that contributes to their ability to perform their current position or enhances promotional opportunities shall have their course fees, books and tuition (up to CSU rates) paid by the City in advance, subject to approval of the City Manager. The Employee will reimburse the City for all expenses incurred for any class or classes the Employee fails or does not complete; or if the Employee voluntarily leaves City employment during the period they are enrolled and received payment.
- B. Reimbursement of tuition shall be on a pro-rated basis depending upon the number of hours an Employee covered by this Agreement is normally scheduled to work (i.e. full time @ 100% reimbursement, up to CSU rates; half time @ 50% reimbursement, etc.).

ARTICLE 11 – UNIFORMS

The City will provide a Uniform Allowance in the amount of \$40 per month for the Police Records Manager. Uniforms will be provided to the Public Works Superintendent as approved by the Department Director.

ARTICLE 12 – VACATION

- A. It is agreed that all Employees covered by this Agreement shall accrue vacation as follows:

	<u>Years of Service</u>		<u>Accrued Per Year</u>
* Probation Period	1st	Year	80 hours
Commencing with	2nd	Year	80 hours
“ “	4th	Year	96 hours
“ “	6th	Year	112 hours
“ “	10th	Year	128 hours
“ “	14th	Year	144 hours
“ “	18th	Year	160 hours

- B. Employees may request (subject to Department Director's approval) one (1) week of vacation six (6) months after hire date (after halfway point of probationary period).
- C. Vacation may be accrued up to thirty (30) month accrual level, with an automatic cash-out of hours in excess of that amount.
- D. Employees shall be reimbursed for 100% unused vacation days accrued upon resignation, retirement or imposed termination from their employment with the City.

ARTICLE 13 – OVERTIME

- A. For FLSA purposes a "WORK-WEEK" shall be defined as:
1. For employees working a 5/40 or 4/40 schedule: commencing at 0001 hrs. SUNDAY and terminating at 2400 hrs. SATURDAY.
 2. For employees working a 9/80 schedule: commencing 1101 hrs. Friday and terminating the following Friday at 1100 hrs.
- B. Effective July 1, 2003, the City agrees to pay association members in the following classifications time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours worked in a work week. Overtime may be paid in either cash or compensatory time earned as part of the regular payroll process.

Secretary to Department Director
Administrative Assistant
Deputy City Clerk
Administrative Review Investigator

- C. In determining an employee's eligibility for overtime compensation in a work week, all paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked.

- D. The following classifications have been determined to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA) and as FLSA applies to public agency employees. As such, these classifications shall not be eligible to accrue compensatory time or be paid overtime.

- Accounting Supervisor
- Assistant Engineer
- Associate Engineer
- Citation Records Administrator
- Information Systems Technician
- Planning Assistant
- Planning Associate
- Police Records Administrator
- Public Works Superintendent
- Recreation Supervisor
- Senior Building Inspector
- Senior Planner

- E. Employees in exempt classifications listed above shall receive forty (40) hours of additional Administrative Leave each calendar year in addition to flex time for extraordinary assignments, fixed holidays, vacation, and Bereavement Leave. Administrative Leave does not accumulate or carry over; it must be used each year. Said leave shall have no monetary value and shall be prorated for partial year's service upon initial appointment.

ARTICLE 14 – SICK LEAVE

- A. Accrual shall be at six (6) hours per month. After 176 hours are accrued, the accrual shall be at eight (8) hours per month. After 176 hours are accrued, member may cash in the excess annually at 100% rate. Any excess over 240 hours will be automatically cashed in at 100% rate. This will be paid with the first paycheck of December each year. In lieu of cash out, Employees may convert 100% of their sick time, in excess of one hundred seventy six (176) hours, to vacation time.
- B. Sick leave shall be used only in case of sickness or disability of the Employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.
- C. In case of serious illness of a member of the immediate family, the Employee may utilize sick leave. Immediate family for the purpose of this Section shall be defined as: spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, grandparents, grandchildren, any relative not previously listed who lives in the same household as the Employee, and a domestic partner of the Employee.
- D. Any Employee claiming a domestic partner, for purposes of this Agreement shall complete a confidential affidavit to be filed in the Personnel Department, which shall be signed by the Employee only, declaring the existence of a domestic partnership with a named domestic partner. By extending to a domestic partner Employee the specific benefits defined by this Agreement, the City does not intend to confer or imply any other unspecified benefits to such Employee, or to any other person who may hold the status of domestic partner.
- E. Employees covered by this Agreement shall, upon resignation, retirement, or imposed termination from their employment with the City, be reimbursed for 100% unused sick days accrued at their current rate.
- F. Employees shall be eligible to use but not cash out sick leave during their probationary period.

ARTICLE 15 – BEREAVEMENT LEAVE

Each Employee covered by this Agreement shall receive a maximum of three (3) shifts per calendar year to be utilized for Bereavement Leave because of a death in their immediate family (as defined in Article 14 above). Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave be provided. The Department Director shall, if possible, grant approval of two (2) additional shifts in the event of a death that requires extended travel.

ARTICLE 16 – JURY DUTY

If called for jury duty in a Municipal, Superior, or Federal Court, or for a Coroner's Jury, Employees covered by this Agreement shall remain in their regular pay status. All jury fees except mileage reimbursement shall be returned to the City.

ARTICLE 17 – MILITARY LEAVE

All Employees covered by this Agreement shall be entitled to Military Leave as afforded by Federal and State law but shall not receive any base salary pay while on such Leave.

ARTICLE 18 – HOLIDAYS

- A. All Employees covered by this Agreement shall receive 90 hours per year for the following holidays off with pay: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Christmas Day.
- B. When a holiday falls on a normal day off, Employees shall receive Holiday Compensation Time. Employees covered by this Agreement may accrue up to 100 hours of Holiday Compensation Time for those holidays in which compensatory time is earned.

ARTICLE 19 – RETIREMENT

- A. The City shall pay the Employee's (member contribution) full retirement share of PERS.
- B. Effective November 1, 1995, the City shall commence reporting to PERS the value of the Employer Paid Member Contribution (EPMC) pursuant to the authority of Government Code.
- C. The City agrees to amend its contract with PERS to offer the retirement formula known as 2% @ 55 effective January 1, 2001.
- D. Employees who retire after July 1, 2000 shall be eligible, upon service retirement from the City, for a medical premium supplement. Said supplement shall be in the following amount:
 - 1. For service retirement at age fifty-five (55), or disability retirement (no age restriction) with a minimum of ten (10) years continuous service with the City, an eighty dollar (\$80.00) per month (or cost of policy, whichever is less) insurance supplement.
 - 2. For service retirement at age fifty-five (55) or disability retirement (no age restriction) with a minimum of twenty (20) years continuous one hundred forty dollar (\$140.00) per month (or cost of policy, whichever is less) insurance supplement.
 - 3. Said supplement shall commence with the first month following the Employee's service retirement in which the Employee is responsible for payment of the insurance premium.

4. In order to be eligible for medical supplemental payments, an Employee must either remain on a medical insurance plan offered by the City or provide proof of coverage on a self-procured medical insurance plan.
5. Any payments made by the City shall be made directly to a medical insurance provider. In no case will payments be made directly to an individual.
6. Any Employee receiving a benefit under this section agrees to apply for, and enroll in, any Federal and/or State medical insurance plan (e.g. Medicare, Medicaid) for which they become eligible.

ARTICLE 20 – HEALTH AND WELFARE

- A. The City will have full responsibility for all Health and Welfare programs enacted or in force as of September 1, 1997.
- B. Current Health, Dental, Long Term Disability, Vision, Psychological Health, or their equivalent, to remain in force during the term of this Agreement. City shall meet and confer with the bargaining unit should there be a change in providers or a change in benefit level.
- C. City shall provide a Life Insurance policy for each Employee, payable in an amount equal to the individual's annual salary upon such Employee's death.
- D. The City will pay for Employee's Long Term Disability and Life Insurance, the Employee and one dependent for health insurance, and full family coverage for Dental and Psychological Health care. The full cost of the Vision Plan shall be borne by the Employee.
- E. The City and P&AE mutually recognize the need to maintain existing health insurance cost-containment measures and to continue to control health insurance costs. Toward that end, the City and P&AE agree to establish an "Insurance Review" committee that shall meet prior to each benefit renewal year to evaluate and recommend renewal coverage.

ARTICLE 21 – LONG TERM DISABILITY

- A. An Employee utilizing the Long Term Disability Plan shall not accrue Vacation, Sick Leave, Holiday Pay or allowances after the 30th calendar day after disability.
- B. FAMILY AND MEDICAL CARE LEAVE
1. As required by State and Federal law, the City will provide Family and Medical Care Leave for eligible Employees. The following provisions set forth unit members' rights and obligations with respect to such Leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 "FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this Article, "Leave" under this article shall mean Leave pursuant to the FMLA and CFRA.
 2. Eligible Employees are entitled to a total of 12 weeks of Leave during any 12-month period. An Employee's entitlement to Leave for the birth or placement of a child for adoption or foster care with the Employee expires 12 months after the birth or placement.
 3. The 12-month period for calculating Leave entitlement will be a "rolling period" measured backward from the date Leave is taken and continues with each additional Leave day taken. Thus, whenever a member requests Leave, the City will look back over the previous 12-month period to determine how much Leave has been used in determining how much Leave a member is entitled to.
 4. If an Employee uses Leave for any reason permitted under the law, he/she may concurrently utilize all other accrued Leaves in connection with the Leave. The utilization of other accrued Leaves will run concurrently with the Leave.
 5. Employees must fill out the following applicable forms in connection with Leave under this article:
 - ?? "Request for Family or Medical Leave"
 - ?? "Certification of Physician or Practitioner"
 - ?? "Fitness for Duty to Return from Leave"
 6. The provision of Article 21 (A) shall apply regarding the accrual of Vacation, Sick, Holiday Pay and allowances with the exception that seniority shall continue to accrue during the period of FMLA leave.
- C. Upon renewal of the City's Long Term Disability Insurance Plan, the City will increase the maximum benefit level available to \$4,000 per month.

ARTICLE 22 – LAYOFF

- A. It is mutually agreed that whenever, in the judgment of the City Council, it becomes necessary to abolish a position in the interest of economy or because the necessity for the position no longer exists, the City Council may abolish any position or employment in the competitive service and the personnel officer shall layoff, demote or transfer Employees thereby affected.
- B. The criterion used in determining the order of separation shall be seniority, pursuant to the Municipal Code, Chapter 2.76 – Civil Service.
- C. The City will endeavor to provide each affected Employee as much notice as possible, with a minimum thirty (30) day advance notice to each affected Employee.

ARTICLE 23 – REDUCTION IN LIEU OF LAYOFF

It is mutually agreed that an Employee whose position is abolished shall be governed by Municipal code 2.76.200 – Civil Service.

ARTICLE 24 – SELECTION OF INDUSTRIAL ACCIDENT DOCTOR OR MEDICAL FACILITY AND CONTINUATION OF HEALTH BENEFITS

- A. It is understood that the City will provide medical facilities to be used for industrial accidents or illness. However, in the event an Employee covered by this Agreement wishes to grieve the City's selection, the City will give due consideration to the facts presented and may select a new facility.
- B. An Employee who suffers an injury-on-duty will continue to have payment of the City portion of all Health Insurance premiums paid for a period of seven (7) full months commencing with the month in which the injury occurred.
- C. Nothing herein shall prevent an Employee from utilizing their accrued time in lieu of receiving temporary disability payments under the provisions of the Workers' Compensation laws of the State of California.

ARTICLE 25 – GRIEVANCES/APEAL OF DISCIPLINE

This Grievance Procedure shall be used to resolve disputes arising from any allegation by Professional and Administrative Employees that the City has violated the terms of this Resolution.

- A. The complaint shall be presented in writing to the Department Director. The Director shall have five (5) working days of receipt of the complaint to resolve the issue or respond to it in writing stating the reasons for the failure to resolve it.

- B. If not resolved, the complaint shall be presented in writing to the City Manager. The City Manager shall have five (5) working days of receipt of the complaint to resolve the issue or respond to it in writing stating the reasons for the failure to resolve it. C. If disciplinary actions concerning dismissals, suspensions, reduction in pay, etc. are not resolved, further action is pursuant to Municipal Code, Section 2.76 – Civil Service.
- D. Grievances regarding the provisions contained within this memorandum of understanding, with the exception of disciplinary actions, not settled following the City Manager's determination and that either party desires to contest further, may be submitted to arbitration as provided in this article provided however that said Request for Arbitration shall be made within twenty (20) calendar days of the City Manager's determination
- E. As soon as possible and in any event not later than fourteen (14) calendar days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said fourteen (14) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- F. Either the City or the Association may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.
- G. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- H. The decision of the arbitrator within the limits herein prescribed shall be advisory only.
- I. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the Association. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 26 – MODIFICATION RE-OPENER

Association members and the City can meet and confer on mutually desirable changes as needed.

ARTICLE 27– OUT OF CLASS PAY

Employees covered by this Agreement who are temporarily assigned to a higher classification because of emergency conditions, Sick Leave, Vacation and/or vacancy

shall receive the higher rate of pay commencing with the eleventh (11th) consecutive day of such assignment.

ARTICLE 28 – AGENCY SHOP

- A. All employees covered by this Agreement and employees subsequently hired must within 30 days of the effective date of this Agreement or 30 days from date of employment and as a condition of employment, either become and remain a Member of the Association in good standing for the term of this Agreement or pay a monthly service fee equal to Association dues to the Association.
- B. Any employee who is a Member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to the Association, however, such employee shall be required to pay a monthly sum equal to Association dues to one of the charitable organizations listed below in the same manner as stated in “A” above for the duration of this Agreement.

Charitable Organizations:

1. United Way
2. City of Hope
3. American Cancer Society

ARTICLE 29 – PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES PURPOSE AND INTENT

- A. The City is cognizant of the crucial role that the Professional and Administrative Employees (P&AE) have in implementing and enforcing the City’s policies, practices and procedures. The P&AE wholeheartedly accept these responsibilities and are committed to the success of City goals. The P&AE agrees to encourage Employees in an attitude of excellence of job performance and increased productivity.
- B. Both the City and the P&AE must positively support these concepts and mutually promote a cooperative alliance for carrying out these provisions. The P&AE is a vital component in the current and future growth of the City and endeavors to act as a valued liaison to communicate City mandates to Employees. This attention to the pursuit of obtaining the most efficient and effective level of professionalism position the P&AE as an outstanding management support team.

ARTICLE 30 – TERM OF AGREEMENT

This Agreement shall commence July 1, 2003 and continue until midnight June 30, 2005.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed this _____ day of _____, 2003.

PROFESSIONAL & ADMINISTRATIVE
EMPLOYEES OF HERMOSA BEACH
NEGOTIATING COMMITTEE

CITY OF HERMOSA BEACH

Michael Flaherty

Sylvia Diaz

Ken Robertson

Dave Twedell, City Employees Associates

Viki Copeland

Michael Earl

EXHIBIT A

PROFESSIONAL & ADMINISTRATIVE EMPLOYEES EFFECTIVE JULY 1, 2003 THROUGH JUNE 30, 2004

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
SENIOR PLANNER	5240	5499	5776	6064
ASSOCIATE ENGINEER	4785	5025	5276	5538
SENIOR BUILDING INSPECTOR	4556	4786	5025	5274
ASSISTANT ENGINEER	4145	4352	4569	4799
PLANNING ASSOCIATE	4556	4786	5025	5274
PLANNING ASSISTANT	3744	3931	4128	4335
PUBLIC WORKS SUPERINTENDENT	4556	4786	5025	5274
POLICE RECORDS ADMIN/SYSTEM MGR.	4534	4762	5001	5251
ACCOUNTING SUPERVISOR	4085	4290	4507	4730
CITATION RECORDS ADMINISTRATOR	4085	4290	4507	4730
RECREATION SUPERVISOR	4138	4345	4563	4791
SECRETARY TO DEPT. DIRECTOR	3788	3979	4179	4386
ADMINISTRATIVE ASSISTANT	3788	3979	4179	4386
DEPUTY CITY CLERK	3788	3979	4179	4386
ADMINISTRATIVE REVIEW INVEST.	3329	3495	3670	3854
INFORMATION SYSTEMS TECHNICIAN	3904	4100	4304	4519

Note: Effective July 1, 2003, the classifications of Secretary to the City Manager and Personnel Assistant are no longer represented by the Association.