

February 8, 2006

Honorable Mayor and Members of
The Hermosa Beach City Council

City Council Meeting of
February 14, 2006

**Resolution Approving Memorandum of Understanding Between the City and the
Hermosa Beach General & Supervisory Employees' Association, Teamsters
Local 911.**

Recommendation:

It is recommended that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City and the Hermosa Beach General & Supervisory Employees' Association represented by the Teamster Local 911.

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, 2005. The parties have reached a tentative agreement on the terms described below. The members of the employee group met and have approved the tentative agreement.

The negotiated major changes include:

1. Term of the agreement is to be November 1, 2005 through June 30, 2008.
2. Salary increases of: 4.3% effective November 1, 2005
5% effective July 1, 2006
5% effective July 1, 2007
3. Increases in contributions to retiree medical insurance.
4. Language changes relating to the scheduling of non-sworn personnel in the Police Department.

The fiscal impact of these changes for the current fiscal year is \$125,087. Funding for this has been included in Prospective Expenditures account of the 2005-2006 budget.

Respectfully submitted:


Michael Earl
Personnel & Risk Management Director


Stephen Burrell
City Manager

Noted for Fiscal impact:


Viki Copeland
Finance Director

RESOLUTION NO. 06-

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

WHEREAS, employees of the City of Hermosa Beach, California represented by the Hermosa Beach General & Supervisory 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 General and Supervisory 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 November 1, 2005 through and including June 30, 2008.

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 FEBRUARY, 2006

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

**CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES' UNION, LOCAL 911**

**A FORMAL MEMORANDUM OF UNDERSTANDING SETTING
FORTH THE HOURS, WAGES, AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE CALIFORNIA TEAMSTERS
PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES' UNION,
LOCAL 911**

GENERAL & SUPERVISORY EMPLOYEES' BARGAINING UNIT

NOVEMBER 1, 2005 - JUNE 30, 2008

**MEMORANDUM OF UNDERSTANDING
FOR THE
CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES UNION, LOCAL 911
GENERAL AND SUPERVISORY EMPLOYEES' BARGAINING UNIT**

ARTICLE 1 – PARTIES TO MEMORANDUM

This Memorandum of Understanding, hereinafter referred to as the "MOU" or the "Agreement", has been entered into, pursuant to the laws of the State of California and the City of Hermosa Beach, California, by and between the CITY OF HERMOSA BEACH, hereinafter referred to as the "City" or as "Management", and the CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911, hereinafter referred to as the "Union".

ARTICLE 2 – RECOGNITION

The City recognizes the Union 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 Union.

ARTICLE 3 – MUTUAL RECOMMENDATION

This Agreement constitutes a mutual recommendation by the parties to the City Council. This Agreement shall become effective upon approval by the City Council of the City.

ARTICLE 4 – SCOPE OF REPRESENTATION

The scope of representation of the Union shall include all matters relating to employment conditions and employer-employee relations including wages, hours and other terms and conditions of employment.

ARTICLE 5 – FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or Agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.
- C. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

- D. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 – CONSTITUTIONALITY

If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Agreement. The Union, through the use of its legal staff, will defend the City against any lawsuits brought about or due to any item of this Agreement. It is understood that the City will not have to pay any of the costs of defense of this Agreement.

ARTICLE 7 – 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 Union, 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 8 – 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 9 – REASONABLE NOTICE

It is mutually understood and agreed that a copy of the City Council and/or Civil Service Board Agenda for each meeting be mailed (via the United States postal service) to each authorized representative of the recognized employee organization shall constitute reasonable written notice, and notice of an opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Civil Service Board may act.

ARTICLE 10 – ACCESS TO WORK STATION

The City agrees to grant official representatives of the Union the access and right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is agreed that there will be as little interference as possible by the Union Business Representative or Shop Steward during the working hours of said employee and efforts will be made to minimize work time spent by either the Shop Steward or employee. It is agreed that the Chief Shop Steward shall be permitted to conduct a reasonable amount of Union business regarding grievances/appeals during working hours (such time to be logged) without loss of pay and that the Union may use City facilities to conduct meetings when such facilities are available.

ARTICLE 11 – BULLETIN BOARDS

Through a Letter of Agreement, the City and Union agree to specifically prescribe the location of a reasonable number of bulletin board locations where the recreational, health and welfare, social affairs, notices of meetings or elections and appointments and results of elections. The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at City work stations or premises is prohibited without the prior permission of the City Manager or an authorized departmental management official.

ARTICLE 12 – 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 Union in good standing for the term of this Agreement or pay a monthly service fee equal to Union dues to the Union.

- 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 Union, however, such employee shall be required to pay a monthly sum equal to Union dues to one of the charitable organizations listed below in the same manner as state in "A" above for the duration of this Agreement.

Charitable Organizations:

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

ARTICLE 13 – MAINTENANCE OF MEMBERSHIP

All employees who are Members or who have made application for Membership as of July 1, 1978 and employees who thereafter become Members shall remain as Members in good standing of the Union as a condition of employment for the term of this Agreement. It is agreed that for the term of this Agreement no other employee organization may seek representation nor may the City recognize another employee organization or petition for an election.

ARTICLE 14 – HOLD HARMLESS

The Union, through the use of its legal staff, will defend the City against any lawsuits brought about because of the provisions of Article 13.

ARTICLE 15 – JOB DESCRIPTIONS AND CLASSIFICATIONS

- A. City and Union reaffirm their mutual intent to regularly review job descriptions and formal class specifications in order to update existing specifications.
- B. It is further agreed that when a class specification is created, the City and Union will meet and attempt to reach Agreement on the proposed classification, pay and job description.

ARTICLE 16 – CITY/UNION MEETINGS

Commencing July 1, 2000, it is agreed that the Management Team will meet with the Union Representative(s) when requested by the Union to best effect implementation of this document.

ARTICLE 17 – PROBATION

- A. All employees covered by this Agreement shall have a probationary period of twelve (12) months (not subject to extension). Upon completion of the probation the employee shall be given a salary step increase.
- B. Probationary employees, whether new hires or promotional, shall be formally evaluated every three (3) months.
- C. All new hires may make application for Union Membership as of their date of employment with the City. The City will notify the Union in writing of all new hires.

ARTICLE 18 – SENIORITY

- A. Seniority shall be the determining factor in all acting appointments, promotions, and transfers within the unit. Seniority as herein applied shall be defined as the last date of hire with the City, and as applied shall consist of the following factors:
1. Qualifications and Ability
 2. Physical Fitness
 3. Length of Continuous Service
- B. When 1 and 2 are relatively equal, length of continuous service shall govern.
- C. This principle of seniority shall not apply to any employee with less than one (1) year of continuous service with the City or with less than six (6) months of service in his most recent job classification.
- D. Seniority shall be terminated by discharge or other termination of employment (except in cases of layoff).

ARTICLE 19 – TEMPORARY, SEASONAL AND SUMMER YOUTH EMPLOYMENT

The hiring of temporary employees shall be governed by the provisions of the Hermosa Beach City Code.

ARTICLE 20 – PRODUCTIVITY

The City and the Union mutually agree to continually seek means of increasing productivity among the several City departments.

ARTICLE 21 – JOB SHARING

Subject to Civil Service hiring requirements, City may allow employees to job share one permanent position on a voluntary basis. Such positions are subject to the provisions of this Memorandum of Understanding provided however that the City paid health and dental premiums or equivalent thereof, shall cover the one position, for employee only. These employees shall have their pay calculated on an hourly basis and shall accrue Vacation/Holiday/Sick Leave and employee Benefits Option proportional to regular hours worked. Designated hourly wage shall be equally reduced for each employee by the amount required to pay for the second benefit package.

ARTICLE 22 – CHECK CASHING

Employees are encouraged to utilize the City's ability to "Direct Deposit" paychecks to the bank or Credit Union of the employee's choice.

ARTICLE 23 – DEFERRED COMPENSATION

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

ARTICLE 24 – LOCKERS

Consistent with past practice, City agrees to continue to provide lockers to employees covered by this Agreement, who are required to report to duty in uniform, for the purpose of storing and securing personal property. Employees accept responsibility for the cleanliness of said lockers.

ARTICLE 25 – EMPLOYEE INFORMATIONAL BOOKLET

Each department shall provide the employees working within that department an information sheet defining department rules and procedures for use of Sick Leave, Vacation, paid time off, etc.

ARTICLE 26 – REST PERIOD

- A. Employees shall be allowed one (1) fifteen (15) minute rest period in accordance with departmental rules during each half of the regular workday or regular work shift. Employees working twelve (12) hour shifts shall receive three (3) fifteen (15) minute rest periods per shift.
1. These rest periods will not be taken at the beginning or end of either half of the regular workday or workshift.
 2. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
 3. Breaks must be taken on the work site or at a City facility although it is recognized that purchases may be made in the vicinity during the rest period.

ARTICLE 27 – HOURS AND 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. The City agrees to pay all Union Members time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of their regularly scheduled workday or their regularly scheduled workweek.

- C. In determining an employee's eligibility for overtime compensation in a work day, paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked (this does not apply for mandatory overtime where the employee receives less than twelve (12) hours notice). For this purpose, paid leaves of absence and unpaid leaves of absence include:
1. "A" Time
 2. Sick Leave
 3. Jury Duty
 4. Military Leave
- D. The City and Union agree that employees covered by this Agreement who are subject to the biannual daylight savings time changes will not be eligible for compensation or be subject to loss of paid time because of the change in hours.
- E. It is agreed that all employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked on holidays in addition to their regular straight time rate of pay (the effect of this is to pay two and one-half (2-1/2) times the regular rate of pay). The parties further agree that any employee may elect to accrue compensatory time off at the rate of one and one-half (1-1/2) times the hours worked on holidays in addition to their regular straight time rate of pay, providing that they notify the City in writing prior to the conclusion of the pay period in which the holiday falls.
- F. If a holiday falls on the employee's regularly scheduled day off and the employee does not work that day, the employee shall receive credit for either their straight time rate of pay or Compensatory Time credited to their Holiday Comp accrual account.

ARTICLE 28 – REDUCED HOUR POSITIONS

- A. Subject to Civil Service hiring requirements, City may hire employees in permanent positions of at least twenty (20) hours/week but less than forty (40) hours/week; such positions are subject to the provisions of this Memorandum of Understanding provided however that City paid Medical and Dental premiums shall cover the employee only. These employees shall have their pay calculated on an hourly basis and shall accrue vacation/holiday/sick leave proportional to regular hours worked. Said employees are subject to the Agency Shop clause.
- B. Completion of a probationary period in a position of at least 20 hours/week is applicable to any/all such positions; seniority shall accrue from date of appointment regardless of hours worked (at least twenty (20) hours/week and up to forty (40) hours/week).
- C. Appointments to "Reduced Hours Positions" shall be processed on a Personnel Action form which shall designate the number of hours to be worked. There shall be an annual review of the average hours worked.
- D. employees in "Reduced Hours Positions" shall be given consideration for all full time positions before consideration of other hiring to fill full time positions.
- E. City may create such positions; employees may volunteer to occupy such positions. No permanent forty (40) hour employee may be required to accept a less hours/week position.

ARTICLE 29 – SCHEDULING FOR POLICE DEPARTMENT AND PUBLIC WORKS

A. Community Services Division

1. Community Services Officers

- a. Police Department personnel assigned to the field operations of the Community Services Division shall be scheduled on a rotating ~~four~~ six-month basis with shift starting dates of January 16th, May 16th, and September 16th and ~~July 16th.~~ Shifts will be assigned on the basis of seniority. The Department will make a reasonable attempt to post the schedule thirty (30) days prior to the effective date of the rotation. ~~With the exception of the initial start of the schedule, the shifts will rotate from top to bottom.~~
- b. When schedule rotation results in an employee working more than forty (40) consecutive hours, that employee will be paid time and one-half overtime for all hours worked in excess of forty (40) hours in a workweek as defined in Article 27.
- ~~c. All open shifts shall be filled as the department hires from the certified Civil Service list and their ranking in eligibility.~~
- cd. Union and Management agree that in the event there is a change in hours or the number of positions, directed by policy, a new schedule will be negotiated.

2. Community Services Field Supervisors

- a. Community Services Field Supervisors are not included in the Community Services Field Officer's schedule rotation and their schedule will be established according to the Department's needs.
- b. When schedule rotation results in an employee working more than forty (40) consecutive hours, that employee will be paid time and one-half overtime for all hours worked in excess of forty (40) hours in a work week as defined in Article 27.

B. Jail/Records Divisions:

1. The following rules shall apply for the purpose of shift selection by all Union employees working in the Police Department Jail division:
 - a. Seniority shall be the determining factor.
 - b. For the purpose of shift selection, seniority shall be defined as:
 - (1) Length of continuous service within the classification, to commence with the hire date of said classification.
 - (2) Test score of the classification.

(3) If Section "a" is equal, then Section "b" shall be the determining factor in seniority.

2. Changes of shift shall be three (3) times yearly in the months of January, June, and September. The Department will make a reasonable attempt to post the schedule thirty (30) days prior to the effective date of the rotation. ~~, consistent with those of sworn personnel in the Police Department.~~
3. Union employees must change their shift at least once within that year, unless Management and the employee mutually agree that the employee may remain on the same shift.
4. The City and the Union agree that where Police Department Management determines there is a legal obligation to provide and staff Police Department services, such staffing shall be accomplished. The Union and Police Department Management agree to meet and confer to discuss options of meeting such staffing requirements.

C. Public Works Department

1. Public Works employees working in field operations shall work a 9/80 schedule unless otherwise modified by mutual Agreement between the City and Union.

ARTICLE 30 – UNIFORMS

- A. The City shall continue to provide uniforms to all Union Members in the Public Works Department in accordance with past practice or as may be modified by Agreement with the Public Works Director and approved by the City Manager.
- B. All Union Members assigned to work in the Police Department, who are either required to work in uniform or maintain a serviceable uniform, shall be provided with the department prescribed initial clothing necessary to perform their assignment, including shoes and jacket.
- C. After the employee has twelve (12) months of continuous service, the City shall then provide \$40.00 per month for the purpose of uniform maintenance and replacement.
- D. Uniforms shall be worn and maintained in conformance with established department standards.

ARTICLE 31 – WAGE RATE

- A. Effective November 1, 2005 the wage rates shall be as described in Exhibit "A" which represents a salary increase of 4.3%.
 - B. Effective July 1, 2006 base salaries shall be increased 5%.
 - C. Effective July 1, 2007 base salaries shall be increased 5%.
- DG. The City and the Union agree that salary steps for all classifications are "A" through "E", each step to be one (1) year apart. Merit increases shall be effective at the

beginning of the next pay period following the employee's anniversary of their date of hire (1st or 16th of the month).

- D. Generally, initial appointments shall be made at the "A" step. Upon the recommendation of the Department Director, appointment may be made at a higher step.
- E. All employees shall be eligible for advancement through the steps based on merit. In cases of exceptional merit, and upon the recommendation of the Department Director, an employee may, with the approval of the City Manager, be advanced a step within the salary range at other than one-year intervals. Such advancement shall establish a new anniversary date for future advancements.
- F. The Union and City agree to the concept that all employees covered by this Agreement should receive a performance review at least annually.

ARTICLE 32 – PAYROLL DEDUCTION

It is mutually agreed that the City will, during the term of this Agreement, deduct moneys and remit to the Union as authorized by employee Payroll Deduction Authorization a deduction for dues, providing there is not more than one deduction per pay period.

ARTICLE 33 – STEWARDS ADMINISTRATIVE LEAVE

- A. The City shall provide a total of one (1) shift per steward per year for use in attending employer-employee related seminars, conferences, etc., with the concurrence of the Personnel Department. It is agreed that for the purposes of this section, the maximum number of Stewards who are eligible shall be limited to five (5).
- B. The Union will provide the City with a written list of Stewards upon request by the City.

ARTICLE 34 – REPORT PAY AND COURT PAY

- A. Report Pay is that pay for all time worked, or reported to work, after the employee, having completed his last regular scheduled shift, left the work location and is requested to report to work from their domicile. Report Pay shall be equally distributed per department and not per section, if the emergency is not of a specific nature, providing the employee is qualified. Each Department shall establish a uniform "Call-Out" policy and procedure for emergencies. The policy shall include, but not be limited to: (1) Equal distribution for call-outs of qualified employees, and (2) establishment of voluntary call-out lists. It is understood that any employee who declines a "call-out" will be removed from the voluntary list and will not be eligible for replacement on that list for a period of six (6) months.
- B. It is agreed that all employees shall receive either a minimum of four (4) hours report pay/accrued Compensatory Time or time and one-half (1-1/2) in pay or accrued Compensatory Time, whichever is greater, for any and all call-outs. Such pay received shall be considered as full compensation for said call-out and shall not be considered as hours worked for calculation of FLSA overtime.

- C. It is further agreed that all employees subpoenaed to court while on an off-duty status shall receive either a minimum of three (3) hours pay/accrued Compensatory Time or time and one-half (1-1/2) for actual hours spent in court, whichever is greater. Such pay received shall be considered as full compensation for time so spent and shall not be considered as hours worked for calculation of FLSA overtime.

ARTICLE 35 – SHIFT DIFFERENTIAL

- A. All employees covered by this Agreement working the swing shift shall receive sixty-four cents (.64) per hour Shift Differential Pay. All employees working the night shift shall receive seventy-four cents (.74) per hour Shift Differential Pay.
- B. It is agreed that for the purpose of determining eligibility for Shift Differential Pay, the swing shift commences at 3:00 P.M., and the night shift commences at 11:00 P.M. In order to be eligible for Shift Differential Pay, the assigned shift must have four (4) or more hours after commencement of the shift for which the Member claims Shift Differential Pay. Any employee who is compensated at the rate of one and one-half times their regular rate of pay shall not be eligible for Shift Differential Pay (except for Holidays worked as a part of the employee's regular schedule).
- C. Police Department
1. It is agreed that in the Police Department the Police Service Officers and Community Services Officers working any shift shall be paid during their lunch break and rest period, subject to recall to work at any time should the need arise.
 2. Lunch breaks shall be taken as close as possible to the middle of the regular work shift. Rest periods shall be taken during each half of the regular work shift. Lunch breaks and rest periods shall be subject to the following conditions:
 - a. They shall not be taken at the beginning or end of either half of the regular work shift.
 - b. They shall not be accumulated nor shall they have any monetary value if unused.
 - c. They must be taken on the work site or within the Police Department/Base III facility although it is recognized that purchases may be made in the vicinity.
 3. It is further agreed that supervisors shall make every effort to ensure that the employee receives said rest periods and lunch breaks.

ARTICLE 36 – HIGHER CLASSIFICATION PAY

Employees covered by this Agreement who are temporarily assigned to a higher classification because of emergency conditions, Sick Leave, Vacation and/or relief shall receive the higher rate of pay commencing with the eleventh (11th) consecutive day of such assignment.

Community Service Officers assigned temporarily as a Supervisor will receive 5% above their regular salary.

ARTICLE 37 – PROPER CLASSIFICATION COMPENSATION

Upon promotion, step increases shall be calculated based on the anniversary date of the promotion.

ARTICLE 38 – EDUCATIONAL INCENTIVE

- A. The City agrees that Union Members who desire to enroll in training and academic courses 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 the approval of the City Manager. The employee will reimburse the City for all expenses if the employee fails or does not complete the said courses or if the employee leaves City employment during the semester they are enrolled and received payment.
- B. For employees hired after March 1, 1994, 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; half time @ 50% reimbursement, etc.).
- C. Building Certification Bonus
1. City shall pay a one time bonus of \$300/certificate/person for holders of International Conference of Building Officials (ICBO) Certificates; said bonus paid for each such Certificate commencing with the second one; Certificates eligible for bonus are:

| | |
|--------------------|---------------------------------------|
| Building Inspector | Electrical Inspector |
| Plumbing Inspector | Mechanical Inspector |
| Combination | Inspector Plans Examiner |
| Uniform Fire Code | Rehabilitation/conservation Inspector |
 2. The City shall reimburse the employee for certification and re-certification costs associated with certification examinations.

ARTICLE 39 – PUBLIC WORKS STANDBY PAY

- A. AFTER HOURS EMERGENCY RESPONSE
1. Qualified employees may be assigned, at the discretion of the Public Works Director or Designee, to Standby Duty for after hours emergency response.
 2. Standby Duty shall be assigned to one employee for a period of seven (7) calendar days at the rate of one hundred and seventy-five dollars (\$175.00) per week.
 3. While on Standby Duty, the assigned employee shall: carry a department provided pager; respond via telephone within ten (10) minutes to any page; and report fit-for-duty within twenty (20) minutes following receipt of call-out information. The employee shall receive additional compensation for all hours worked pursuant to Article 34 B, "Report Pay."

4. To be eligible for Standby Duty assignment an individual must: 1) have adequate knowledge of the City's sewer system, the ability to trouble shoot and operate the sewer rodder, and/or 2) possess a working knowledge of the irrigation systems and operate a chainsaw for tree clearing.
5. Have the ability to drive/operate the cat, backhoe and dump trucks, and/or
6. Have a working knowledge of all electrical and street lighting systems.

The Public Works Superintendent shall certify that an individual possesses the required skills.

B. ABSENCE OF PUBLIC WORKS SUPERINTENDENT

In the event of the Public Works Superintendent being absent for more than a seven (7) calendar day period, an assigned employee will perform the normal duties of the Superintendent, including being on a 24 hour pager and will be compensated at the rate of One hundred and seventy-five dollars (\$175.00) per week. In the event that the assigned employee handles the emergency directly, Article 34 B Report Pay will apply.

ARTICLE 40 – LONGEVITY PAY

- A. Employees hired prior to August 1, 1983 will continue to receive Longevity Pay.
- B. Effective July 1, 1985 employees classified as "Secretary" shall cease to be eligible for Longevity Pay. This will not affect any Longevity Pay earned prior to July 1, 1985.

ARTICLE 41 – PREMIUM PAY

A. Senior Clerk Typist Premium

1. An employee who is classified as Clerk Typist and meets the requirements for Senior Clerk Typist Premium Pay as determined by their department head shall receive premium pay at the rate of 10% of the base salary. Said premium, being compensation for regular and continuing duties, shall be included in all Sick Leave up to and including ten consecutive days, Vacation Leave, vacation cash-out, holidays and shall be subject to PERS. Such action will be formalized by a Personnel Action.
2. Clerk Typists will be eligible for Senior Clerk Typist Premium Pay when in the course of their duties they perform the following additional tasks:
 - a. Must independently compose correspondence and memos in response to complaints, informational matters, inquiries, etc.; have authorization to sign said material without review.
 - b. Must work with the public in receiving complaints and inquiries, on the telephone and/or at the counter and attempt to resolve problems and provide information independently except in extraordinary circumstances. Must have the ability to

obtain necessary information and get back to the party with appropriate satisfaction.

- c. Must be proficient in the department's word processing.
 - d. Must type fifty (50) W.P.M.
3. Application will be made to the individual's immediate supervisor who will verify that the employee satisfactorily performs these additional tasks and is eligible for Senior Clerk Typist Premium Pay. The approval of the Department Director and the Personnel Director is required.
 4. Premium pay will be effective commencing with the next regularly scheduled pay period following approval.
 5. Effective July 1, 1994 the classification of Secretary shall be eligible for the 10% premium noted above. At that time an individual receiving said premium shall have a working title of Senior Secretary.

B. Computer Systems Assistant Premium:

1. An employee may be assigned as Systems Assistant to provide back-up support for the Police Records Administrator/System Manager and shall be eligible for premium pay according to the following schedule:
 - a. 5% upon assignment of the duties as described on the attached Exhibit B;
 - b. 5% above the first premium pay increment upon completion of 700 hours of duties listed on the attached Exhibit B;
 - c. 5% above the second premium upon completion of a Systems Manager course selected and approved by the department and completion of 1000 hours of duties listed on the attached Exhibit B;
2. Pursuant to Article 38 of the MOU, the City agrees to allow for the obtaining of a certificate or degree in computer science.
3. All time claimed for eligibility for premium pay shall be logged in by the employee; said log to be provided by the City. The employee shall apply for said premium. Department Head and Personnel Director approval is required.

C. Training Officer Premium

1. Police Service Officers and Community Service Officers who have been certified as Training Officers, as determined by the department, shall be eligible for Training Officer Premium Pay in the amount of \$1 for each hour so assigned training duties.
2. Eligibility for compensation as a Training Officer shall be annotated by way of an Exception Slip and paid as part of the regular payroll process.

D. Lead Police Service Officer Premium

1. An individual in the classification of Police Service Officer may, with the approval of the Division Captain and the Chief of Police, be selected to serve in an assignment as Lead Police Services Officer and shall receive a 10% premium above base salary while so assigned. An individual so assigned may be removed with cause.
2. The Lead Police Service Officer shall meet the criteria, and be responsible for the duties, listed in Exhibit C attached hereto.

E. Public Works Department Premiums

1. Public Works Department employees in the classification of Maintenance I or Maintenance II who meet the requirements of the premium pay categories of (1) Electrician; (2) Carpenter; (3) Traffic Specialist; (4) Irrigation Specialist; or (5) Street Maintenance Technician, (6) Sewer/Storm Drain Specialist, as described in Exhibit D, as certified by the Public Works Superintendent, and approved by the Public Works Director may be selected to receive a 10% premium above base salary while assigned the designated duties. A maximum of six (6) employees may receive the premium.

F. 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 Skill Premium. Periodic evaluation of incumbents receiving Bilingual Skill Premium will be required.
4. Should there be more than three (3) applicants for Bilingual Skill 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.

ARTICLE 42 – VACATIONS

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. For initial new hires, vacation will accrue but cannot be used.
- C. No current employee shall have an accrual rate less than the rate in effect as of August 30, 1988.
- D. All employees may cash in up to eighty (80) hours vacation time per fiscal year.
- E. Vacation may be accrued up to a thirty (30) month accrual level, with an automatic cash out for hours above that amount.

ARTICLE 43 – SICK LEAVE

- A. Sick Leave shall be used only in case of sickness or disability of the employee or in the case of serious illness or death within the immediate family. Misuse of Sick Leave shall be grounds for disciplinary action.
- B. To receive compensation while absent on Sick Leave, employees shall notify the City per their Department's policy.
- C. When absence is for more than three (3) consecutive working days, the City may require that the reason for the leave be verified by a written statement from an attending physician stating the cause of absence. The employee shall furnish any other proof of sickness reasonably required by the City.
- D. Employees shall accrue Sick Leave at the rate of six (6) hours per month. After a balance of 176 hours is accrued, accrual rate shall be eight (8) hours per month. All employees will be paid for the first day sick.
- E. Each year eligible, all employees shall cash in 100% of all unused sick days earned from December 1 to November 30 of the current year. This cash out is to be paid to the employee on the first payday in December. Provided however, 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. All employees shall maintain a balance of one hundred seventy-six (176) hours to be eligible for any cash out.

- F. All employees with a balance of one-hundred seventy-six (176) hours, may annually cash in an additional fifty (50) hours accrued Sick Leave at 100%. The annual date shall be the employee's choice.
- G. All employees with five (5) years or more service shall be paid seventy-five percent (75%) of all sick hours at their current rate upon termination of employment. All employees with twenty (20) years or more service shall be paid at one hundred percent (100%) of all sick hours at their current rate upon termination of employment.

ARTICLE 44 – BEREAVEMENT LEAVE

Each employee covered by this Agreement shall receive a maximum of three (3) days per calendar year to be utilized for Bereavement Leave because of a death in their immediate family. Immediate family for the purposes of this section shall be defined as: father; mother; father-in-law; mother-in-law; brother; sister; spouse; or legal dependent. Employees may pre-designate and substitute other Members defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities, but, rather to recognize variation in family structure (e.g. stepmother for mother). Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided. The Department Director may grant one (1) additional shift in the event of a death which requires extended travel.

ARTICLE 45 – JURY DUTY

The City will not provide Jury Duty leave pay to employees. If the State or Federal Court jury commissioners change, amend, alter, or otherwise rescind their present policy of granting exemptions from jury service to persons who do not receive Jury Duty pay from their employer, so as to require jury service despite the absence of Jury Duty pay from such employer, then the City's practice of paying the City's full salary if jury pay is returned to the City shall be reinstated effective immediately upon the first implementation of such changed exemption policy with respect to all personnel in classifications in this bargaining unit. The City and Union agree that Jury Duty shall be paid at the same rate as the employee's salary. Employees are not prohibited from using paid vacation or compensatory time in order to participate in Jury Duty.

ARTICLE 46 – MILITARY LEAVE PAY

New employees shall not receive a salary from the City while on Military Leave. Any current employee who has utilized Military Leave since January 1, 1984 or has so enlisted prior to January 1, 1986, shall be eligible to receive his/her salary from the City while on Military Leave in accordance with past practice.

ARTICLE 47 – HOLIDAYS

- A. All employees covered by this Agreement working the 5/40 schedule shall receive 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; Thanksgiving Friday; Christmas Eve (5 hours); Christmas Day; New Year's Eve (5 hours).

- B. All employees covered by this Agreement working the 4/40 schedule shall receive 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; Veteran's Day; Thanksgiving Day; Christmas Day.

- C. All employees covered by this Agreement working a 9/80 schedule shall receive ninety (90) hours of Holiday Time per calendar year. Each year of this Agreement, the 9/80 holiday schedule for "A" Shift and "B" Shift will be developed and agreed to by Union and City.

ARTICLE 48 – COMPENSATORY TIME

- A. In lieu of pay, Compensatory Time may be earned at a rate of one and one-half times the actual hours worked in an overtime Situation. Said Compensatory Time may be accrued to a maximum of one hundred (100) hours with an automatic cash-out of any overage as a part of the regular payroll process.
- B. In a holiday situation, Compensatory Time can be earned as indicated in Article 27 and can be accrued up to 100 hours with an automatic cash out of any overage.
- C. Separate accrual banks shall be maintained for each type of Compensatory Time.
- D. The granting of requests for Compensatory Time off shall not be unreasonably withheld and shall be made in accordance with departmental policies.

ARTICLE 49 – RETIREMENT

- A. Employees covered by this Agreement shall be afforded the miscellaneous retirement plan offered by PERS 2% at 60 plan, one-year highest compensation. Effective January 1, 2001, the 2% at 55 retirement plan will be in force.
- B. City shall assume all of the employee retirement cost (PERS).
- C. The City shall report to PERS the value of the 7% employer paid Member contribution (EPMC) pursuant to the authority of Government Code Section 20023(c)(4).
- D. Any employee covered by this Agreement will be eligible, upon service retirement from this City, for a medical supplement. Said supplement shall be in the following amount:
1. For service retirement at age fifty-five (55) with a minimum of ten (10) years continuous service with the City, a ~~\$80.00~~ \$150.00 (or cost of policy whichever is less) per month medical insurance supplement.
 2. For service retirement at age fifty-five (55) with a minimum of twenty (20) years continuous service, a ~~\$440.00~~ \$250.00 (or cost of policy whichever is less) per month medical insurance supplement, provided, however, that no currently retired employee shall have a benefit amount less than they are currently receiving.

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 supplement 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 Article agrees to apply for, and enroll in, any Federal and/or State medical insurance plan (e.g. Medicare, Medicaid, etc.) for which they may become eligible.

ARTICLE 50 – HEALTH AND WELFARE

- A. The City will have full responsibility for all Health and Welfare programs enacted or in force as of July 1, 1997.
- B. Current Health, Dental, Long Term Disability, Vision, Psychological Health, or their equivalent, to remain in force during the life of this Memorandum. City shall meet and confer should there be a change in providers or a change in benefit level. The City is exploring the ability to offer health insurance through PERS.
- C. City shall provide a life insurance policy for each employee, payable in the amount of \$40,000 upon such employee's death.
- D. The City will pay for employees' 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 Union mutually recognize the need to maintain existing cost-containment measures and to continue to control health insurance costs. Toward that end, the City and Union agree to establish an "Insurance Review" committee, which shall meet prior to each benefit renewal year to evaluate and recommend renewal coverages.

ARTICLE 51 – 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 Members are entitled to a total of 12 weeks of leave during any 12-month period. A Member'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 a Member 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. Members 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 51 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.

ARTICLE 52 – 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 City shall give such employees not less than thirty (30) days advance notice of separation and reason therefore.
- C. Layoff shall be made within classes of positions and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary employee. All probationary employees in the affected class or classes shall be laid off prior to the layoff of any permanent employee in the affected class or classes and such layoff shall be by seniority.
- D. The criterion used in determining the order of separation shall be seniority. Seniority is defined as the total time worked within one's current classification. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:

1. Total City service
 2. Relative position on the certified eligibility list
 3. Drawing of lots
- E. The seniority date shall be the date of permanent appointment from a certified Civil Service List. For those employees who have served in their current classification prior to 1981, the seniority date will be the date of appointment via personnel action.
- F. Date of hire shall include all City service including CETA and FEEA time but not part time/no benefit service.
- G. Seniority shall not include the time which was terminated by voluntary resignation from the competitive service, layoff, leave of absence or suspension from the competitive service but shall include time served on military leave of absence.
- H. When a layoff affects a classification which crosses department lines, the junior employee in said classification shall receive the layoff regardless of department as outlined in paragraphs D, E and F.
- I. Employees laid-off shall have the City paid portion of their medical insurance premiums paid for two months following the date of lay-off.

ARTICLE 53 – RETURN TO WORK FROM LAYOFF

- A. It is mutually agreed that the names of probationary and permanent employees laid off shall be placed upon an eligibility list for classes which, in the opinion of the City Manager, require essentially the same qualifications and duties and responsibilities as those of the class of position from which the layoff was made.
- B. Names of persons laid off shall be placed at the top of eligibility lists in order of their seniority and shall remain on such lists for a period of two years unless re-employed by the City. The result being, by classification, the last employee laid off shall be the first rehired.
- C. In the event that an employee on a rehire list is offered a position in the classification from which they were laid off and does not accept said position, then their name shall be removed from all re-employment lists. Acceptance of temporary employment does not affect eligibility on permanent re-employment list.
- D. In the event that an employee on a rehire list is offered a position in a lower classification from which he/she was laid off and does not accept said position, his/her name shall be removed from the lower classification rehire list but will remain on the higher classification list.
- E. Employees hired from the re-employment list into a classification lower than the classification in which they were laid off shall have their names maintained on the re-employment list for the higher classification until said re-employment list expires.
- F. Notices of recall from layoffs shall be sent by certified mail (return receipt requested) 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 delivery or attempted delivery is certified by postal service. Notice of recall will also be forwarded to the recognized bargaining agent. employees to be laid off shall submit to the Personnel office their current address at the time of separation. Upon receiving notice, the person on layoff shall have five (5) days to accept or decline the recall opportunity.

- G. Any employee failing to respond in writing within five (5) days of recall, or failing to report on the prescribed date within the two (2) week maximum, waives all remaining rights to recall on all re-employment lists. The City will proceed to the next senior person until recall needs are met or the list(s) is exhausted.
- H. Upon recall from lay-off, all accruals will be based on criteria set forth in Article 52 Layoff, paragraphs D, E and F.

ARTICLE 54 – REDUCTION IN LIEU OF LAYOFF

- A. It is mutually agreed that an employee whose position is abolished shall be permitted to drop back into the next lower classification within the same classification family and (i.e. Maintenance II to Maintenance I; Senior Account Clerk to Account Clerk) within his/her department and continue in service provided he/she is qualified to perform the duties of the lower classification. The layoff, if any, shall be made in the lowest grade in the department of the employee having the least seniority.
- B. In the case of reduction of any employee in the City Service to a class with a lower pay range such employee's salary shall be reduced to a pay step in the lower range corresponding to less than one step in dollar amount below that which he held in the higher class before such reduction.
- C. For purposes of future step advancement, accrued time in the higher classification step shall be retained.
- D. An employee whose position is abolished shall be permitted to continue in service in a lateral position (same salary range) within their department if there is a vacancy and the employee meets the minimum qualifications for the vacant position.
- E. An employee shall be required to successfully complete a thorough background investigation for any position they assume as a result of reduction in-lieu or lateral transfer if such a background investigation is required of a new-hire employee.

ARTICLE 55 – 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 the Union Members covered by this MOU wish 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 on or after that date will continue to have payment of the City's 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. Accrual of vacation, sick and holidays shall be governed by the provisions of Article 51(A).
- D. 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 56 – DISCIPLINE, SUSPENSION, DISCHARGE

- A. The City understands the value of progressive discipline and will endeavor to incorporate that procedure in its disciplinary policy. Therefore, as a guideline, the City will endeavor to adhere to the following progressive disciplinary procedure:
 - 1. Written Notice(s)
 - 2. Written reprimand(s)
 - 3. Suspension(s); Reduction-in-Pay; Demotion
 - 4. Demotion/Reduction in pay
 - 5. Termination
- B. The above procedure will be used only as a guideline and will apply to all of the Union's classifications and positions.
- C. Appeals of Discipline shall be governed by the provisions of Article 57.

ARTICLE 57 - GRIEVANCES/APPEAL OF DISCIPLINE

- A. Purpose of Grievance/Appeal Procedures:
 - 1. To promote improved Employer-employee relations by establishing procedures on matters.
 - 2. To provide that Grievances/Appeals shall be settled as near as possible to the point of origin.
 - 3. To provide that the Grievance/Appeal procedures shall be as informal as possible.
- B. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this Agreement. Such controversy must pertain to any of the following:
 - 1. Any matter involving the application of any provision of this Agreement; or
 - 2. Any matter involving the violations of any provision or intent of this Agreement; or

3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this Agreement.
- C. An Appeal of Discipline is distinct from a Grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her.
 - D. There shall be an earnest effort on the part of both parties to settle grievances/appeals promptly through the steps listed below. Grievances/Appeals must be processed with Union participation.
 - E. STEP 1 Grievance - An employee's Grievance/Appeal must be submitted in writing by the employee fully stating the facts surrounding the Grievance/Appeal and detailing the specific provisions of this Agreement alleged to have been violated, and presented to the first line supervisor or management representative immediately in charge of the aggrieved/disciplined employee within fifteen (15) calendar days after the employee could have been reasonably expected to have had knowledge. The supervisor or management representative shall reply to the employee by the end of the fifteenth (15th) calendar day following the presentation of the Grievance/Appeal and the giving of such answer will terminate Step 1.
 - F. STEP 2 - If the Grievance/Appeal is not settled in Step 1, the Grievance/Appeal will be presented to the Department Director (or, in the case of an appeal of a disciplinary action initiated by a Department Director or where the Department Director participated in the decision to administer discipline, to the Personnel Director) within ten (10) calendar days after termination of Step 1. Appeals of written reprimands shall be presented to the Personnel Director. A meeting with the employee, shop steward and Department Director/Personnel Director (or designee) will be arranged at a mutually agreeable location and time to review and discuss the Grievance/Appeal. Such meeting will take place within ten (10) calendar days from the date the Grievance/Appeal is received by the Department Director/Personnel Director (or designee). The Department Director/Personnel Director (or designee) may invite other Members of management to be present at such meeting. The Department Director/Personnel Director (or designee) will give a written reply by the end of the seventh (7th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.
 - G. An appeal of Discipline in the form of a Written Notice shall not be continued beyond the second step.
 - H. In the case of an appeal of discipline in the form of a written reprimand, if the appeal is not resolved to the satisfaction of the disciplined employee, the employee may request the matter be submitted to a mediator who is a Member of the State of California Mediation Service. Any such request for mediation shall be made within 7 calendar days of the conclusion of Step 2 of the Appeal process. Following mediation, any determination regarding the written reprimand shall be final and no further appeal shall be allowed.
 - I. STEP 3 - If the Grievance/Appeal is not settled in Step 2, it shall be submitted to the City Manager. The Union Representative and City Manager or his designee shall, within seven (7) calendar days after the termination of Step 2, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the Grievance/Appeal. Such meeting will take place within ten (10) calendar days from the date the Grievance/Appeal is referred to Step

3. A decision shall be rendered within seven (7) calendar days from the date of such meeting. The decision shall be in writing. The giving of such reply will terminate Step 3.

- J. Time limits, as set forth above for each of the steps may be extended by mutual Agreement between the parties but neither party shall be required to so agree.
- K. In the event the Union calls witnesses that must be excused from work, the City agrees to excuse same in a paid status. The parties agree that in the event the Union Member or the Union fail to comply with the time limits contained herein, such failure constitutes a waiver of the right to prosecute the Grievance/Appeal; it is further agreed that in the event the City or its representatives fail to comply with the prescribed time limits, such failure constitutes an agreement to concur with the grievant's/appellant's position and remedy.
- L. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

ARTICLE 58 – ARBITRATION

- A. Grievances/Appeals which are not settled pursuant to the Grievance/Appeal procedure herein and which either party desires to contest further, shall 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 conclusion of Step 3 of the Grievance/Appeal procedure.
- B. 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.
- C. Either the City or the Union may call any employee as a witness, and the City agrees to release said witness from work if he is on duty. If an employee witness is called by the City, the City will reimburse him for time lost; if called by the Union; the Union may pay the expense.
- D. 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.
- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- F. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency for it is the intent of this Agreement to supplant the Civil Service (Personnel Board) hearing and appeal system with the provisions of this Article.

- G. The arbitrator may hear and determine only one grievance/appeal at a time without the express Agreement of the City and the Union. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 59 – TERM OF AGREEMENT

This Agreement shall commence November 1, 2005 ~~July 1, 2003~~ and continue until midnight June 30, 2005 2008.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed this _____ day of _____ 2006.

CALIFORNIA TEAMSTERS PUBLIC
PROFESSIONAL & MEDICAL EMPLOYEES
UNION, LOCAL 911

CITY OF HERMOSA BEACH

William Davis, Teamsters Local 911
Business Representative
Legal Counsel

Jean Brian, Chief Steward

Viki Copeland, Finance Director

Starla Smith, Police Steward

Michael Earl, Personnel Director

Ells Freeman, Public Works Supervisors Steward

Janet Dreste, Community Services Steward

Richard Contreras, Community Services Steward

Richard Mish, Public Works Steward

EXHIBIT A
GENERAL/SUPERVISORY EMPLOYEES BARGAINING UNIT
EFFECTIVE NOVEMBER 1, 2005 THROUGH JUNE 30, 2006

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|----------------------------|----------|----------|----------|----------|----------|
| BUILDING INSPECTOR | 4354 | 4573 | 4800 | 5039 | 5292 |
| PUBLIC WORKS INSPECTOR | 4123 | 4330 | 4549 | 4777 | 5014 |
| CODE ENFORCEMENT OFFICER | 3844 | 4035 | 4237 | 4448 | 4670 |
| POLICE SERVICE OFFICER | 3523 | 3700 | 3887 | 4081 | 4286 |
| COURT LIAISON OFFICER | 4076 | 4279 | 4497 | 4722 | 4958 |
| CRIME SCENE INVESTIGATOR | 3809 | 3998 | 4197 | 4408 | 4628 |
| SECRETARY | 3450 | 3624 | 3806 | 3995 | 4195 |
| SENIOR ACCOUNT CLERK | 3450 | 3624 | 3806 | 3995 | 4195 |
| EQUIPMENT MECHANIC | 3286 | 3449 | 3621 | 3803 | 3992 |
| MAINTENANCE II | 3133 | 3291 | 3453 | 3629 | 3810 |
| COMMUNITY SERVICES OFFICER | 3133 | 3291 | 3453 | 3629 | 3810 |
| ACCOUNT CLERK | 3133 | 3291 | 3453 | 3629 | 3810 |
| PARKING METER MAINT. TECH | 3133 | 3291 | 3453 | 3629 | 3810 |
| CLERK TYPIST | 2813 | 2954 | 3101 | 3255 | 3417 |
| MAINTENANCE I | 2813 | 2954 | 3101 | 3255 | 3417 |

SUPERVISORY CLASSIFICATIONS

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|-------------------------------------|----------|----------|----------|----------|----------|
| PUBLIC WORKS CREWLEADER | 3943 | 4141 | 4348 | 4562 | 4792 |
| SENIOR EQUIPMENT MECHANIC | 3943 | 4141 | 4348 | 4562 | 4792 |
| PARKING METER SPECIALIST | 3817 | 4009 | 4210 | 4419 | 4637 |
| COMMUNITY SERVICES FIELD SUPERVISOR | 3817 | 4009 | 4210 | 4419 | 4637 |
| POLICE SERVICES OFFICER SUPERVISOR | 4168 | 4375 | 4599 | 4826 | 5067 |

EXHIBIT B
COMPUTER SYSTEMS ASSISTANT

1. Provides back-up support to the System Manager.
2. Provides user assistance and dispatches problems to appropriate sources for resolution on a variety of automated computer systems.
3. Receives, records, diagnoses and resolves communication network problems.
4. Contracts users affected by communications network problems.
5. Assists with special projects relating to automated computer systems.
6. Performs computer back-ups.
7. Monitors and controls computer and peripheral equipment to process data.
8. Assists in training on computer systems.
9. Types alternate commands into computer console to correct cause of error or failure.
10. Sets control switches on computer or peripheral equipment according to program and data requirements.
11. Moves switches to clear system to start operation of equipment.
12. Configuration of ports for terminals and/or printers.
13. Identifies and corrects problems with peripheral equipment.

QUALIFICATIONS

1. Must have completed probationary status.
2. Must have achieved above average performance as indicated on past formal department evaluation.
3. Must have experience in hardware, software, data entry, and troubleshooting on DEC/VMS/RMS and VAX computers.
4. Must have knowledge of operating, diagnosing, troubleshooting, and general maintenance standards of DEC/VMS/RMS and VAX peripherals; word processors; data base and standard software; data processing, word processing and teleprocessing concepts.
5. Must be able to successfully demonstrate ability to apply technical knowledge of computer hardware and software to support System Manager and System users; communicate effectively both orally and in writing; establish and maintain effective working relationships with other individuals contacted in the performance of System Assistant duties.

EXHIBIT C

LEAD POLICE SERVICE OFFICER CRITERIA/DUTIES

1. Must have been satisfactorily performing all job functions within the classification of Police Service Officer.
2. Shall be Police Service Training Officer certified within twelve (12) months of appointment.
3. Must be able to utilize L.E.A.D.E.R. system with independence and efficiency.
4. Shall be responsible for supervision and scheduling of assigned Police Service Officers.
5. Shall participate in and coordinate performance evaluations and recommend training as necessary for assigned personnel.
6. Shall represent the jail division at department and other meeting as required.
7. Shall be responsible for recommending policies and procedures for jail operations and ensuring compliance with same when approved.
8. Shall assist in the maintenance of the jail operation manual.
9. Shall have responsibility for coordination and scheduling of the department's Trustee Program.
10. Must have the ability to make responsible and prudent decisions in all assigned areas that pertain to the functions of the department.
11. Shall coordinate cooperative effort between PSO's and the records function.

EXHIBIT D

PUBLIC WORKS DEPARTMENT PREMIUM PAYS CRITERIA/DUTIES

A. ELECTRICIAN

1. Must be able to independently trouble shoot and effectively repair malfunctioning circuits and systems.
2. Must have ability to build and install high voltage components and systems.
3. Must have familiarity with, and ability to apply, Uniform Electrical Code standards.
4. Must have ability to work with and install 110 voltage systems.
5. Must be able to repair and/or replace malfunctioning components.
6. Must be able to prioritize job requests and train and supervise other employees.
7. Must have knowledge of, and be able to be assigned responsibility for, signal and street lighting systems.
8. Must have knowledge of Cal/OSHA and other accepted safety standards and approved methods of electrical installation.
9. Must have completed a minimum of three years of varied experience performing the duties of a journey level electrician.

B. CARPENTER

1. Must have ability to repair roofs, install drywall, and apply stucco.
2. Must have ability to perform both rough and finish carpentry.
3. Must have ability to interpret and build from building plans.
4. Must have ability to prioritize job requests and train and supervise employees.
5. Must have knowledge of, and ability to apply, accepted safety standards.
6. Must have knowledge of, and ability to apply, Uniform Build Code standards.
7. Must have completed at least one year of varied experience performing the duties of a journey level carpenter.

C. TRAFFIC SPECIALIST

1. Must have knowledge of, and ability to apply, CalTrans manual standards as regards street markings, signage, general specifications, and traffic controls.
2. Must have ability to maintain and repair hydraulic and electrical painting equipment.
3. Must have ability to repair pumps.
4. Must have ability to prioritize job requests and train and supervise other employees.
5. Must have knowledge of, and ability to apply, accepted safety standards.

D. IRRIGATION SPECIALIST

1. Must be able to maintain and repair complicated automatic irrigation systems.
2. Must possess understanding of hydraulic theory.
3. Must be able to read and build from landscape and irrigation plans.
4. Must have ability to prioritize job requests and train and supervise other employees.
5. Must have knowledge of, and ability to apply, accepted safety standards.

E. STREET MAINTENANCE TECHNICIAN

1. Must be proficient in form setting and concrete estimating, pouring and finishing.
2. Must be proficient in estimating, laying and compacting asphalt concrete including proficiency in operation of light and heavy equipment such as backhoe, roller, tamper and saw.
3. Must be familiar with both concrete and asphalt concrete jobs.
4. Must be proficient in the safe operation of small machine operations including acetylene/oxygen cutting torch, coring machine, compressor and pavement breakers, skill saw and other small power tools, grinders, water and sand blaster, steam cleaner and other assorted hand tools.
5. Must be able to apply Cal/OSHA standard for traffic control and other safety procedures in public right-of-way.
6. Will be responsible for the supervision of small construction crews.
7. Must have ability to prioritize job requests and train and supervise other employees.

F. SEWER/STORM DRAIN SPECIALIST

1. Must be proficient in reading and understanding existing sewer maps/videos and related documents.

2. Must be proficient in operating existing sewer rodding equipment, i.e. Sreco flexible sewer rodder and assorted small and medium sewer "snakes."
3. Must be proficient in entering and exiting enclosed areas safely including manholes and pump stations.
4. Must be proficient in operating existing heavy equipment on the beach, such as the Cat 943 tracked Front Loader.
5. Must be able to prioritize job requests and train and supervise other employees.
6. Must be able to respond to emergency requests after regular working hours.
7. Must be able to apply Cal/OSHA standard for traffic control and other safety procedures in public right-of-way.