

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
THE REDONDO BEACH
CITY EMPLOYEES ASSOCIATION



July 1, 2015 – June 30, 2016

Per Resolution No. CC-1507-057

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
THE REDONDO BEACH CITY EMPLOYEES ASSOCIATION

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Rules and Regulations for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter the "City") and representatives of the Redondo Beach City Employees Association (hereinafter the "Association") and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions included in the Non-Management Bargaining Unit.

TABLE OF CONTENTS

ARTICLE I. TERMS	5
SECTION 1 - DEFINITION OF TERMS.....	5
ARTICLE II. RECOGNITION	6
SECTION 1 - CLASSES IN BARGAINING UNIT	6
ARTICLE III. COMPENSATION	6
SECTION 1 - PAY PLAN.....	6
SECTION 2 - PAY AFTER PROMOTION.....	6
SECTION 3 - PERFORMANCE PAY.....	6
SECTION 4 - LONGEVITY PAY.....	6
SECTION 5 - EFFECTIVE DATE OF PAY ADJUSTMENTS	7
SECTION 6 - DIRECT DEPOSIT	7
SECTION 7 - IRS SECTION 125 PLAN	7
SECTION 8 - OVERTIME PAY.....	7
SECTION 9 - SHIFT DIFFERENTIAL PAY.....	7
SECTION 10 - COMPENSATORY TIME-OFF.....	7
SECTION 11 - CALL-BACK COMPENSATION.....	8
SECTION 12 - BILINGUAL BONUS PAY	8
SECTION 13 - ACTING STATUS PAY.....	8
SECTION 14 - SICK LEAVE UTILIZATION BONUS PAY	8
SECTION 15 - REDUCED HOURS WORK PLAN.....	9
SECTION 16 - CERTIFICATION PAY.....	9
SECTION 17 - STANDBY BONUS PAY	9
SECTION 18 - COURT TIME PAY.....	10
SECTION 19 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT	10
SECTION 20 - SPECIAL ASSIGNMENT PAY	10
SECTION 21 - DIVE BONUS PAY	11
ARTICLE IV. RETIREMENT BENEFITS	11
SECTION 1 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) PLANS.....	11
SECTION 2 - RETIREE MEDICAL INSURANCE BENEFITS.....	13
ARTICLE V. INSURANCE BENEFITS	15
SECTION 1 - MEDICAL INSURANCE	15
ARTICLE VI. SICK LEAVE BENEFITS	16
SECTION 1 - SICK LEAVE POLICY.....	16
SECTION 2 - SICK LEAVE PLAN FOR EMPLOYEES HIRED PRIOR TO DECEMBER 14, 1981.....	16
SECTION 3 - SICK LEAVE PLAN FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 14, 1981	17
ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS	17
SECTION 1 - HOLIDAY LEAVE	17
SECTION 2 - VACATION LEAVE	18
SECTION 3 - FAMILY SICK LEAVE	19
SECTION 4 - FAMILY MEDICAL LEAVE ACT (FMLA).....	20
SECTION 5 - DONATION OF LEAVE POLICY.....	20
SECTION 6 - LEAVE REQUESTS.....	21
SECTION 7 - BEREAVEMENT LEAVE.....	21
ARTICLE VIII. ASSOCIATION	22
SECTION 1 - LEAVE	22

SECTION 2 - ASSOCIATION STEWARDS.....	22
SECTION 3 - BULLETIN BOARDS.....	22
SECTION 4 - DUES DEDUCTION.....	22
SECTION 5 - PAYROLL DEDUCTIONS FOR BENEFIT PROGRAMS.....	22
SECTION 6 - REPRESENTATION.....	23
SECTION 7 - LABOR-MANAGEMENT COMMITTEE	23
SECTION 8 - AGENCY SHOP	23
ARTICLE IX. GRIEVANCES	25
SECTION 1 - PROCEDURE.....	25
ARTICLE X. DISCIPLINE.....	27
SECTION 1 - DISCIPLINE PROVISIONS IN THE MOU THAT SUPERSEDE THE CIVIL SERVICE RULES AND REGULATIONS	27
SECTION 2 - DISCIPLINARY PROCEDURE	27
SECTION 3 - REVIEW OF WRITTEN REPRIMANDS.....	28
ARTICLE XI. MANAGEMENT RIGHTS	28
SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY	28
ARTICLE XII. LAYOFFS	29
SECTION 1 - PROCEDURE.....	29
ARTICLE XIII. SENIORITY SHIFT BIDDING.....	31
SECTION 1 - PROCEDURE.....	31
ARTICLE XIV. PERFORMANCE EVALUATION PROGRAM.....	32
SECTION 1 - NATURE AND PURPOSE	32
SECTION 2 - WHEN RECEIVED.....	32
SECTION 3 - PROBATIONARY PERIOD.....	32
ARTICLE XV. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION	33
SECTION 1 - WORK SCHEDULE WHILE ON JURY DUTY	33
SECTION 2 - CITY LOAN PROGRAM FOR EMPLOYEE PURCHASE OF A PERSONAL COMPUTER	33
SECTION 3 - PART-TIME EMPLOYEES	33
SECTION 4 - CONFIDENTIAL EMPLOYEES.....	33
SECTION 5 - EMERGENCY SERVICES DISPATCHER TRAINEE	33
SECTION 6 - CITY-ISSUED WEARING APPAREL	34
SECTION 7 - AMERICANS WITH DISABILITIES ACT (ADA)	34
SECTION 8 - CITY ADMINISTRATIVE POLICIES AND PROCEDURES.....	34
SECTION 9 - CIVIL SERVICE RULES AND REGULATIONS	35
SECTION 10 - RECLASSIFICATION REQUESTS	35
SECTION 11 - SAFETY.....	35
SECTION 12 - OUTSIDE EMPLOYMENT.....	36
SECTION 13 - OPEN DOOR POLICY.....	36
SECTION 14 - CONCERTED ACTIVITY	36
SECTION 15 - MAINTENANCE OF BENEFITS	37
SECTION 16 - SAVINGS CLAUSE.....	37
SECTION 17 - WAIVER CLAUSE.....	37
SECTION 18 - IMPLEMENTATION AND DURATION.....	37
SECTION 19 - JOINT PAYROLL SYSTEMS COMMITTEE.....	38
EXHIBIT A – PAY PLAN FOR THE NON-MANAGEMENT BARGAINING UNIT.....	39
EXHIBIT B – SETTLEMENT AGREEMENT	41

ARTICLE I. TERMS

SECTION 1 – DEFINITION OF TERMS

- 1.01 The following terms, whenever used in this MOU, shall have the meanings set forth in this section:
- A. ASSOCIATION: Shall mean Redondo Beach City Employees Association as the recognized representative for the employees covered by this agreement.
 - B. CITY: Shall mean the City of Redondo Beach.
 - C. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.
 - D. CITY PHYSICIAN: Shall mean the physician or physicians designated by the Human Resources Director.
 - E. DAYS: Shall mean calendar days except where working days are expressly specified.
 - F. DEPARTMENT DIRECTOR: Shall mean the head of a department or the designee of the department director.
 - G. EMPLOYEE: Shall mean persons who serve full-time and are appointed to full-time classes of positions in the Non-Management Bargaining Unit.
 - H. EXEMPT EMPLOYEE: Shall mean an employee not entitled to time and half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
 - I. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.
 - J. MOU: Shall mean Memorandum of Understanding.
 - K. NONEXEMPT EMPLOYEE: Shall mean an employee entitled to time and one half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
 - L. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
 - M. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article VI, Section 3.03, an injury or illness certified by the City Physician to require a recuperation period of thirty days or more.
 - N. TOTAL CITY SENIORITY: Shall mean total years of full time service with the City of Redondo Beach.
 - O. WORK DAY: A work day and or shift shall be defined as eight, nine, 10 or 12 hours with paid or unpaid meal break of 30 or 60 minutes approximately midway

through the shift.

- P. WORK FURLOUGH or FURLOUGH TIME-OFF: One or more hours, or any portion thereof, of required unpaid leave taken on a consecutive or intermittent basis.
- Q. WORK PERIOD: Shall mean for purposes of calculating overtime compensation, seven consecutive, regularly recurring, 24-hour periods equal to 168 hours set by the City Manager.
- R. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

ARTICLE II. RECOGNITION

SECTION 1 – CLASSES IN BARGAINING UNIT

- 1.01 The City recognizes the Redondo Beach City Employees Association as the exclusively recognized employee organization for all employees in the job classes and job families listed in the Salary Resolution as members of the Association.
- 1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise as a result of the City recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.

ARTICLE III. COMPENSATION

SECTION 1 – PAY PLAN

- 1.01 Effective July 1, 2015, the salary ranges for the classes covered by this MOU are as listed in Exhibit A. These ranges include and reflect a 3% increase effective with the first pay period in the 2015-16 Fiscal Year.

SECTION 2 – PAY AFTER PROMOTION

- 2.01 Base pay (Salary Ranges A through D) following promotion shall be established at the base pay rate (Salary Ranges A through D) in the higher class that represents at least a 5% increase over the pre-promotion base pay rate.

SECTION 3 – PERFORMANCE PAY

- 3.01 The pay plan shall consist of four annual salary ranges designated A, B, C, and D. Advancement from one pay rate to another shall be based on satisfactory job performance.

SECTION 4 – LONGEVITY PAY

- 4.01 Employees hired after September 8, 1978, shall not be eligible to receive longevity bonus pay.

SECTION 5 – EFFECTIVE DATE OF PAY ADJUSTMENTS

- 5.01 The effective date of a pay (performance or longevity) increase shall be the beginning of the pay period following the anniversary date of change. This shall not alter the original anniversary date.

SECTION 6 – DIRECT DEPOSIT

- 6.01 All employees are required to receive their paychecks through the City's direct deposit provider. Authorization for direct deposit must be made by each individual employee, with the participating financial institution of his or her choosing, in the manner required by the City's existing direct deposit provider.

SECTION 7 – IRS SECTION 125 PLAN

- 7.01 The City's current IRS Section 125 Plan shall continue in effect as long as the IRS allows the program and it is administratively feasible for the City.

SECTION 8 – OVERTIME PAY

- 8.01 Except as otherwise provided in this Article, overtime shall be compensated at the rate of one and one-half hours for each hour of work over an employee's regular scheduled hours per shift in a work period, for 5/8, 4/10, 3/12 or 9/80 work schedules; or for alternative schedules mutually agreeable to the City and the Association.
- 8.02 Notwithstanding the fact that designated positions have been declared by the City to be exempt from the overtime provisions of the Fair Labor Standards Act, the City agrees to pay said positions for overtime hours at the rate established for other positions in the bargaining units.

SECTION 9 – SHIFT DIFFERENTIAL PAY

- 9.01 An employee regularly scheduled and assigned to work between 6:00 p.m. and 6:00 a.m. will be paid a shift differential of an additional \$1.00 per hour to be added to their current hourly rate of pay to be added for all hours worked during that period.
- 9.02 Shift Differential Pay shall be included in an employee's regular rate for the purposes of the calculation of overtime rates. Shift differential at the overtime rate of time and one-half is \$1.50 per hour.

SECTION 10 – COMPENSATORY TIME-OFF

- 10.01 Employees may receive compensatory time-off (CTO) in lieu of overtime pay at the option of the employee. Said CTO shall accrue at a rate of one and one-half hours for each hour of employment for which overtime is required to a maximum amount not to exceed 80 hours of compensatory time. CTO or overtime pay shall be at the discretion of the supervisor, when the overtime is voluntary, in another work unit. An employee desiring to use accrued CTO must first obtain department director approval prior to taking time off. Such approval shall not be unreasonably withheld.

All accumulated CTO shall be paid to the employee in their paycheck at their current hourly

rate of pay.

SECTION 11 – CALL-BACK COMPENSATION

- 11.01 When an employee is called back to work after he or she has completed a regular shift and has left the premises of the City, he or she shall be paid a minimum of two hours compensation at the overtime rate.

SECTION 12 – BILINGUAL BONUS PAY

- 12.01 Up to 12 full-time employees certified bilingual in Spanish, Japanese, Chinese, Korean, Arabic, Vietnamese or American Sign Language are eligible to receive Bilingual Pay in the amount of \$125 per month. The City Manager or his/her designee, and the affected Department Director shall designate those positions or assignments in which bilingual skill is desired. Such designations will be annually reviewed, and may be modified at the discretion of the City, to ensure effective service to the public. An employee receiving Bilingual Pay in an assignment that loses the Bilingual Pay designation will be notified of the change and of the loss of Bilingual Pay four pay periods in advance of the change. The designation of positions as eligible or ineligible for the receipt of Bilingual Pay, or the loss of Bilingual Pay, shall not be subject to the grievance procedure.

SECTION 13 – ACTING STATUS PAY

- 13.01 When an employee is temporarily absent from their assigned duties because of illness or other reasons, or there is a need for additional personnel in a specific class, the department director may, with the approval of the City Manager, recommend an employee in a lower class be assigned the higher class. An individual so assigned to a higher class shall become eligible for the appropriate salary as determined in accordance with Sec. 2-3.507 of the Redondo Beach Municipal Code. The increase in salary shall become effective on the sixth working day after the employee of the lower class has assumed the higher class. The five working-day waiting period may be compiled non-consecutively and shall be for the substitute employee to become familiar with the duties and current projects of the position the employee is temporarily filling.
- 13.02 Upon the determination of the department director, the employee having temporarily assumed the higher class shall be returned to the regular class and appropriate salary range.

SECTION 14 – SICK LEAVE UTILIZATION BONUS PAY

- 14.01 On or before August 7, each employee who has not used any sick leave during the preceding fiscal year, defined as July 1 through June 30, shall receive either \$225 or 12 hours off with pay, at the option of the employee. On or before August 7, each employee who has used not more than one work day of sick leave during the preceding fiscal year shall receive either \$112.50 or six hours off with pay, at the option of the employee.
- 14.02 An employee's use of Family Sick Leave as provided in Article VII., Section 3, will not be considered in the calculation of the Sick Leave Utilization Bonus Pay.
- 14.03 For the purposes of this section, the phrase "one work day" as used in 14.01, above, is defined as the number of hours for which an employee is regularly scheduled to work on

one shift during the final pay period of the fiscal year.

- 14.04 The decision by an employee to receive either the cash bonus or the paid time off under this section must be received by the City on or before July 15 of each year. Such decision shall be irrevocable. An employee eligible for this benefit who fails to notify the City of his or her decision will be considered to have chosen to receive the cash bonus.
- 14.05 Paid time off granted under this section shall be used during the fiscal year it is granted. Paid time off granted under this section that is not used during the fiscal year it was granted shall, regardless of the reason for the non-use, be converted to the cash bonus option described in 14.01, above, on or before August 7 of the following fiscal year.
- 14.06 An employee may use sick leave as bereavement leave or donate leave under the catastrophic leave policy and such time shall not be considered as "sick leave use" for the purpose of determining eligibility for the bonus provided for in this Section. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus, shall be eligible to receive the bonus for the preceding fiscal year. Employees who retire on or after July 1, and who qualify for the bonus, shall have this bonus included in their final paycheck.

SECTION 15 – REDUCED HOURS WORK PLAN

- 15.01 Full-time employees may request, and with the agreement of the respective department head, to reduce the number of hours worked in a work period seven consecutive, regularly recurring, 24 hour periods equal to 168 hours set by the City Manager by the amount of two, four or eight hours. Employees who opt for such a reduced hours work plan shall maintain the various full-time benefits of health insurance, dental insurance, psychological health insurance, and term life and AD&D insurances. Sick leave and vacation accruals and holidays shall be prorated based upon the number of hours worked.
- 15.02 All requests for a reduced hours work plan must be approved by the department head and the City Manager or his/her designee, and shall be for a minimum period of three months.

SECTION 16 – CERTIFICATION PAY

- 16.01 Employees assigned to the duties of a Senior Deputy City Clerk shall receive certification pay equal to 5% of base salary.

Employees assigned to the duties of Deputy City Clerk shall receive certification pay equal to 2.5% of base salary.
- 16.02 An employee in the class of Emergency Services Dispatcher who is certified as an "Emergency Medical Dispatcher" shall receive a flat-rate amount of \$100 per person per pay period.

SECTION 17 – STANDBY BONUS PAY

- 17.01 Employees designated by the City Manager or his/her designee on the recommendation of a department head may be assigned to standby duty and receive Standby Bonus Pay. Those employees assigned to standby duty shall wear a pager or mobile phone provided by the City and shall report for work fit for duty within one hour of being called. Those

employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$100.00 per week. Effective December 27, 2014, those employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$150.00 per week.

SECTION 18 – COURT TIME PAY

18.01 At court proceedings and official hearings or on-call subpoenas, the employee shall be paid a minimum of two hours pay at the overtime rate for work performed outside his or her regular work shift.

SECTION 19 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT

19.01 Employees shall be eligible, upon request, to receive up to a maximum of \$1,500.00 per fiscal year for tuition reimbursement, up to a maximum of \$15,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for courses that are job-related including training, exams, or fees required to obtain job-related licenses and certificates, membership dues for job-related professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, weight loss programs, etc.). Requests for reimbursement must be approved in advance by the Department Head and the City Manager, or his/her designee for payment.

Employees shall not be paid salary for attending such courses, training, or exams. This applies only to courses, which are job-related or required for a job-related degree. Employees shall not be paid salary for attending such courses. This provision is separate from training required by the City. If the City requires training of an employee, they will be paid their normal salary on a work day, or overtime if on a day other than their normal scheduled shift, subject to other applicable overtime criteria.

SECTION 20 – SPECIAL ASSIGNMENT PAY

20.01 Emergency Services Dispatch and Community Services Officer II Trainer

An employee in the classes of Emergency Services Dispatcher or Community Services Officer II may be assigned at the sole discretion of the Chief of Police and the City Manager or his/her designee to train another employee. While assigned a trainee and while actively engaged in training, the Trainer shall receive bonus pay in the amount of \$138.46 per pay period.

Trainers performing related Trainer tasks may be eligible to receive Special Assignment Pay upon prior approval of the Chief of Police and the City Manager or his/her designee.

When a trainer is no longer actively engaged as a trainer as provided in this Section, he or she will no longer receive Trainer Pay. The loss of Trainer Pay, or the decision by the Chief to not assign an individual to train another employee, shall not be subject to the grievance procedure.

20.02 Court Liaison Officer

The City agrees to pay a bonus of \$500.00 per year, exclusive of all other bonuses, to one employee designated as Court Liaison Officer by the Chief of Police and the City Manager or his/her designee.

20.03 Police Identification Technician

The City agrees to pay a bonus of \$150 per month, exclusive of all other bonuses, to one employee appointed to the position of Police Identification Technician provided that said employee possesses an International Association for Identification (IAI) Certificate.

SECTION 21 – DIVE BONUS PAY

21.01 A flat rate bonus of \$75.00 per person per dive will be paid to Building Inspectors in the unit who are certified SCUBA divers.

21.02 One dive is generally defined as work performed during the use of one tank of oxygen, and includes the preliminary equipment checks, etc., and the necessary activities after a dive. An employee performing two dives in one day, for example, will receive Dive Pay in the amount of \$150.00. Dive Pay is in addition to an employee's regular salary.

21.03 All diving by employees pre-designated in 21.01, above, is voluntary and the City may not mandate those employees to dive under any circumstances.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) PLANS

1.01 Employees who are first employed by the City in a position in the miscellaneous membership classification on or before June 29, 2012 are eligible to participate in Tier I Miscellaneous Member benefits. Employees who are first employed by the City in a position in the miscellaneous membership classification on or after June 30, 2012 (or the last day prior to implementation of the second tier if after June 30, 2012) are eligible to participate in Tier II miscellaneous member benefits. Employees who are first employed by the City in a position in the Miscellaneous classification on or after January 1, 2013, and who are "new members" as defined in the Public Employee Pension Reform Act of 2013 ("PEPRA") are eligible to participate in Tier III Miscellaneous member benefits.

1.02 During the term of this agreement, for employees receiving benefits under the Tier I Miscellaneous Member plan, the City shall pay into the employees' account the employee share of the contribution to the Public Employees Retirement System (CalPERS) in the amount of 7% of reportable salary for miscellaneous classes.

1.03 Employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the 7% employee contribution required by CalPERS.

1.04 Tier I Miscellaneous Member Benefits

The City shall provide the following terms and optional benefits to employees participating in the Tier I Miscellaneous Member benefit plan:

- A. 2% at 55 (Section 21354 of the Government Code).
- B. One-Year Final Compensation (Section 20042 of the Government Code).
- C. Military Service Credited as Public Service (Section 21024 of the Government Code).
- D. Credit for Unused Sick Leave (Section 20965 of the Government Code).
- E. Employer Paid Member Contribution (EPMC) (Section 20692 of the Government Code).
- F. Post-Retirement Survivor Allowance (Sections 21624 and 21626 of the Government Code).
- G. Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548).

The benefits provided in this Section 1.03 shall only be available to employees participating in the Tier I Miscellaneous Member benefit plan and shall not be available under the Tier II Miscellaneous member benefit plan.

1.05 Tier I Miscellaneous Member Cost-Sharing

Pursuant to Government Code Section 20516, subsection (f), employees receiving benefits as Tier I Miscellaneous Members shall pay a portion of the employer contribution associated with providing enhanced or optional benefits associated with this plan. The portion of the employer contribution that will be paid for by employees shall be equal to 5.08% of reportable compensation. This amount is equal to 4% of employee compensation under the Pay Plan in Exhibit A.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

1.06 Tier II Miscellaneous Member Benefits

The following terms and optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan:

- A. 2% at 60 benefit formula.
- B. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548).

Except as expressly provided in this Section 1.04, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit

plan.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

1.07 Tier III Miscellaneous Member Benefits

The City shall provide the two percent at 62 retirement formula to all employees participating in Tier III Miscellaneous Member benefit plan. Those employees shall pay to PERS by payroll deduction 50% of the normal cost of the 2% at age 62 benefit as determined by PERS, presently at 6.5%. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment.

In addition, the following shall be available to employees participating in the Tier III Miscellaneous Member benefit plan: Pre-Retirement Optional Settlement 2 Death Benefit (section 21548.)

Except as expressly provided in this section 1.07, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit plan.

1.08 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21163 of the Government Code as it now exists or may hereafter be amended.

1.09 For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

SECTION 2 – RETIREE MEDICAL INSURANCE BENEFITS

2.01 For employees hired before July 1, 2011, the City shall pay the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled from among those medical plans provided by the City. This benefit shall be provided to only those employees who meet all of the following criteria:

- A. Eligible employees must have a minimum of five years full-time service with the City of Redondo Beach, and
- B. Must retire, except for good cause, and begin drawing pension benefits from a retirement system provided by the City within 19 months of their separation from service with the City, and
- C. Must have completed a minimum of 20 years of full-time or part-time verifiable service in a public agency at the time of their separation from the City.

The contribution of the City to the medical insurance premium for retirees shall cease on: (a) the date said retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare supplemental plans; or (b) the death of the retiree. The premium cost for any additional insurance coverage selected by the retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the retiree selecting any such options.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

2.02 Employees hired on or after July 1, 2011 shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by an employee's years of continuous service with the City, as follows:

- A. Employees who retire with 10 years of continuous City service shall receive a contribution equal to 25% of the employee only premium for a health insurance plan, the premium of which does not exceed the average premium of all HMO plans available to retirees available to City employees;
- B. Employees who retire with 15 years of continuous City service shall receive a contribution equal to 50% of the employee only premium for a health insurance plan, the premium of which does not exceed the average premium of all HMO plans available to retirees available to City employees;
- C. Employees who retire with 20 years of continuous City service shall receive a contribution equal to 75% of the employee only premium for a health insurance plan, the premium of which does not exceed the average premium of all HMO plans available to retirees available to City employees;
- D. Employees who retire with 25 or more years of continuous City service shall receive a contribution equal to 100% of the employee only premium for a health insurance plan, the premium of which does not exceed the average premium of all HMO plans available to retirees available to City employees.

The contributions provided for in this Section 2.02 shall cease on: (a) the date the retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare supplemental plans; or (b) the death of the retiree. The premium cost for any additional insurance coverage selected by the retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the retiree

selecting any such options.

The benefits provided under this Section 2.02 shall only be provided to individuals who meet all of the following criteria:

1. The employee must retire from City employment and, except for good cause, immediately begin receiving pension benefits from the retirement system provided by the City upon separation (either through a service retirement or a disability retirement);
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.
3. Individuals receiving benefits must ensure continuity of coverage through City insurance plans, except for good cause. Termination by the individual of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution under this section. Once the City's obligation to provide benefits is terminated, the City shall have no future obligation to provide a retiree with further benefits under this section.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 – MEDICAL INSURANCE

- 1.01 Effective December 27, 2014, the City shall pay the following maximum contribution as listed in Table A below, toward medical, dental and vision coverage for each employee for the level of coverage for which they are eligible.

Table A

Employee	Employee + 1	Family
\$756	\$1003	\$1,207

- 1.02 Employee health benefits include medical, dental (with orthodontia), vision, life and psychological insurance, and any other benefits which may be granted to unit members. The medical plan shall include an indemnity plan or Health Maintenance (HMO) offered for active employees and qualified dependents. Employees may select among those benefits currently offered. If the total cost of the benefits selected exceeds the City's contribution as stated in Table A above, the employee will pay the cost that exceeds these sums through a payroll deduction. As an added benefit, the City shall pay the cost of life insurance, accidental death and dismemberment insurance and employee assistance plan premiums for each employee.
- 1.03 Employees may elect not to select medical insurance and receive 50% of the employee's medical coverage premium for the level of coverage for which they are eligible (Employee, Employee +1 or Family), but in no event shall the amount of the 50% cash back exceed the City's maximum contribution to the employee listed in Table A of Article V, Insurance Benefits, Section 1.01. Employees may only opt out of insurance benefits and receive the

50% benefit if they provide proof of alternative insurance coverage. Employees wishing to re-enroll in an available City medical insurance plan may do so only during the “open enrollment period” subject to the medical insurance carrier’s evidence of insurability requirements, unless there is a qualifying event.

- 1.04 If medical premiums increase by 12% or more in any year during the term of this MOU, the City agrees to meet and confer with the Association, at the Association’s request, regarding maximum dollar amounts the City shall pay for medical insurance.
- 1.05 The parties agree to meet and review available health insurance options annually by August 1st of each year.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 – SICK LEAVE POLICY

- 1.01 The legitimate use of sick leave by the employee shall be considered a form of insurance intended to provide income continuation during periods of non-occupational illness, injury, maternity, medical or dental appointments, or illness within the family, and a supplement to temporary disability benefits during periods of occupational illness or injury.
- 1.02 The department director or the City Manager or his/her designee may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.03 An employee shall not be entitled to sick leave while absent from duty on account of illness or injury incurred while self-employed or in the employ of an employer other than the City.
- 1.04 Employees will not be treated unfairly for the legitimate use of sick leave.

SECTION 2 – SICK LEAVE PLAN FOR EMPLOYEES HIRED PRIOR TO DECEMBER 14, 1981

- 2.01 Employees with an initial employment date on or after July 1, 1977, and prior to December 14, 1981, shall be allocated a maximum of 2,080 hours of sick leave with full pay less any sick leave hours used between July 1, 1989, and January 1, 1991. Said maximum allocation of sick leave hours if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 2.02 Employees with an initial employment date prior to July 1, 1977, shall be allocated a maximum of 4,160 hours of sick leave with full pay less any sick leave hours used between July 1, 1989, and January 1, 1991. Said maximum allocation of sick leave hours if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 2.03 Sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accumulated sick leave for every day of temporary disability.
- 2.04 The sick leave plan set forth in this Section shall supersede and make null and void all

provisions of the Redondo Beach Municipal Code, Section 2-3.514(d) related to limits of sick leave with pay.

SECTION 3 – SICK LEAVE PLAN FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 14, 1981

- 3.01 Effective July 8, 2006, employees covered under this section, and those hired on or after December 14, 1981, shall accrue 108 hours of sick leave per year, to a maximum of 2,080 hours.
- 3.02 Employees who accrue sick leave pursuant to this Section who suffer a serious non-work related injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing leave hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, said employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 3.03 The sick leave accrual set forth in this Section for those employees hired on or after December 14, 1981, shall supersede and render null-and-void all provisions of the Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.
- 3.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accrued sick leave for every day of temporary disability.

ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 – HOLIDAY LEAVE

- 1.01 The following 12 dates shall be recognized as holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, The Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Except for employees described in section 1.05 of this Article, employees may only use their paid or unpaid holiday leave on these holidays.
- 1.02 If a holiday falls upon a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- 1.03 Effective July 1, 2013, for Fiscal Year 2013-14 and continuing each fiscal year thereafter, all holiday hours shall be paid. Except for those employees described in section 1.04, below, all accrued, unused holiday leave hours shall expire on June 30 of each fiscal year.
- 1.04 Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analysis Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Information Services/Data Entry), Traffic Sr. Clerk (Traffic Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit),

Emergency Services Dispatcher, Lead Police Services Specialist, Emergency Services Dispatcher Trainee, or Police Services Specialist, shall receive 108 hours of paid holiday leave in Fiscal Year 2013-14 and in each fiscal year thereafter.

- A. Earned Holiday Leave may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy.
- B. Upon request of the employee, earned, unused paid Holiday Leave may be “cashed-out” at any time during the calendar year in which such leave time is earned. The payment will appear in the employee’s paycheck at the current value of their regular rate of pay.
- C. During January of each year, unused paid holidays earned during the previous calendar year shall be automatically paid at the current value of their regular rate of pay.

1.05 At the discretion of the department head or the City Manager or his/her designee, employees in newly created classifications may be assigned holiday leave under section 1.04, in lieu of holiday leave under section 1.03, but such assignment may be revoked at any time at the sole discretion of the department head or City Manager or his/her designee. In the event of such revocation, the employee will be assigned holiday leave under section 1.03 on a pro rata basis.

1.06 Holiday Closure

- A. Except for those employees listed in subsection (B), below, December 28, 29 and 30, 2015, shall be additional paid holidays. If an employee that is not listed in subsection (B) below is required to work by their Department Head on December 28, 29, or 30, 2015, they will have the opportunity to utilize “floating holiday hours” until the end of the final pay period in the 2015-16Fiscal Year. If the “floating holiday hours” are not used by the end of the final pay period in the 2015-16Fiscal Year, the holiday hours will be paid at the current value of their regular rate of pay.
- B. Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analyst Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Information Services/Data Entry), Traffic Sr. Clerk (Traffic Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit), Emergency Services Dispatcher, Lead Police Services Specialist, Emergency Services Dispatcher Trainee, or Police Services Specialist, shall receive a Holiday Closure Bank of 27 hours. Holiday Closure Bank hours may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy, but may not be used when doing so creates the need for overtime as determined at the sole discretion of the head of the Department. Any Holiday Closure Bank hours which are unused as of the end of the final pay period in the 2015-16Fiscal Year, will be paid at the current value of their regular rate of pay.

SECTION 2 – VACATION LEAVE

2.01 It is the City’s policy to encourage employees to take vacation leave. Except in cases of

emergency or for other proper cause, requests for vacation leave shall be approved.

- 2.02 Except as otherwise provided in this section, employees shall accrue vacation leave as follows:

Completed Years of Service	Annual Accrual	Accrual Limit
1 through 5	88 hours	176 hours
6 through 14	120 hours	240 hours
15 or more	160 hours	320 hours

- 2.03 It is the City's policy that vacation shall be taken annually. Vacation leave shall not be accrued in excess of the Accrual Limit indicated above.
- 2.04 The City Manager may authorize an employee to accrue vacation in excess of the allowed maximum amount if the employee has planned an approved extended vacation during the next fiscal year, or if departmental responsibilities preclude the employee from taking a vacation; and the employee requests such authorization in writing. The City Manager's response shall also be in writing.
- 2.05 Upon written request, employees may cash out twice per fiscal year a total of 60 hours of vacation leave. The payment will appear in the employee's paycheck at the current value of their regular rate of pay.
- 2.06 At the discretion of the City Manager, employees who are hired from another public agency may be considered a lateral transfer and be credited with time served in a public agency for accrued vacation leave time.

SECTION 3 – FAMILY SICK LEAVE

- 3.01 The City agrees to allow employees to pre-designate and substitute other family members for those persons 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 diversity in family relationships (e.g. substitute stepmother for mother).
- 3.02 Immediate family shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, grandparent, grandchild, spouse, domestic partner, child, step-child or legal dependent.
- 3.03 An employee who accrues sick leave pursuant to Article VI, Section 2 may use up to 108 hours of his or her sick leave bank per fiscal year for family sick leave as defined by state law. An employee who accrues sick leave pursuant to Article VI, Section 3, may use up to 108 hours of his or her sick leave bank leave or leave from the long-term disability bank per fiscal year. The leave benefit provided in this section shall supersede and make null and void the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

SECTION 4 – FAMILY MEDICAL LEAVE ACT (FMLA)

- 4.01 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.
- 4.02 Eligible employees are entitled to a total of 12 workweeks 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 expires 12 months after the birth or placement.

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 an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used to determine entitlement to family leave.

- 4.03 While on leave, employees must use accrued benefit time, such as vacation or in the case of the employee's own serious health condition, sick leave. Employees are not allowed to use compensatory overtime ("CTO") in accordance with leave regulations.

SECTION 5 – DONATION OF LEAVE POLICY

- 5.01 The Donation of Leave Policy is designed to assist an employee who has exhausted paid leave due to a serious or catastrophic illness, injury or other condition either to the employee or to a member of his or her immediate family. This policy allows other employees to donate accrued leave so that he or she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness, injury or condition.
- 5.02 Upon request of an employee and upon approval of the department head and the Human Resources Department, accrued leave (vacation and sick time) may be transferred from one or more employees (donors) to another employee (recipient). The recipient may participate in the program under the five following conditions:
- A. The recipient is a regular, full-time employee;
 - B. The recipient, or his or her family member, has sustained a life threatening or debilitating illness, injury or condition. The Department Head and/or the City Manager or his/her designee may require that the condition be confirmed by a doctor's report;
 - C. The recipient has exhausted all paid leave; or, in the case of illness of or injury to a recipient's immediate family member, all allowed leave;
 - D. The recipient must be prevented from returning to work for at least 30 days and have applied for a leave of absence without pay for medical reasons. This

condition does not apply when the illness or injury involves a member of the recipient's immediate family, rather than the recipient;

- E. The request for participation in the program shall be made on an Application for Donation of Leave Program form.

5.03 The following rules apply when donations of time occur:

- A. Vacation and sick time may be transferred by regular employees;
- B. The time will be converted from the type of leave given to sick leave or family care leave, whichever is appropriate, and credited to the recipient's leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee;
- C. The donations must be a minimum of four hours and, thereafter, in whole hour increments;
- D. The total leave received by the employee shall normally not exceed three months; however, if approved by the department head and Human Resources, the total leave received may be up to a maximum of six months;
- E. Recipients of family care leave will be allowed to use all hours received, up to the limits of this policy (see D. above), even though such use exceeds the limits for family care leave found in the MOU;
- F. Donations approved shall be made on a Donation of Leave form signed by the donating employee. These donations are irrevocable under any conditions.

5.04 If an employee is denied participation in the program by the Department Head he or she may appeal this initial decision to the City Manager and/or his/her designee. The decision will be final.

SECTION 6 – LEAVE REQUESTS

6.01 All leaves shall be requested in writing and approved in writing in advance of the time when it is taken. In bona fide emergencies, such approval shall be sought as practicable. Departments shall establish reasonable requirements to cover emergency requests for leave. No leave shall be paid unless the employee has accrued leave available as provided by this MOU and the department director has approved pay for the leave. In the event an employee requesting leave has no accrued leave available, the department director may approve leave without pay.

SECTION 7 – BEREAVEMENT LEAVE

7.01 Each employee shall receive 24 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's mother, father, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, child, step-child, spouse, registered domestic partner, legal dependent, sister or brother. An employee may request approval from Human Resources to use bereavement leave for the death of an individual not listed above.

ARTICLE VIII. ASSOCIATION

SECTION 1 – LEAVE

- 1.01 The Association shall have an aggregate total of 240 hours per fiscal year of leave with pay available to its members for purposes of attending seminars or conferences relevant to employee-employer relations, grievance representation and other Association business. Hours not used at the end of any fiscal year may not be used in the next fiscal year and are lost to the Association. The Association shall provide reasonable advance written notice to department director specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied. The leave described in this paragraph does not include the time granted to the Association representatives to meet and confer with City representatives on matters related to wages, hours and other terms and conditions of employment. Meet and confer time is compensated on a straight time basis to a maximum of eight hours per day, and 40 hours per week.
- 1.02 Notwithstanding Section 1.01 above the Association shall be granted up to four (one per quarter) unit meetings. Such meetings shall be for one hour from Noon to 1:00 p.m. Employees from non civic center locations will be granted normal driving time to and from their regular work site. The Association agrees to use the regular unpaid meal period to cover the time to the extent possible. Employees regularly scheduled to work during daytime may not take additional meal time on the day.

SECTION 2 – ASSOCIATION STEWARDS

- 2.01 The Association may select a reasonable number of stewards for this bargaining unit. The Association shall give to the City a list of the names of employees selected as stewards. This list shall be kept current by the Association. Stewards may spend an amount of time as provided for in Section 1 to properly and expeditiously investigate and process grievances. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as stewards.

SECTION 3 – BULLETIN BOARDS

- 3.01 The Association may purchase, install, and maintain, at the Association's expense, bulletin boards for the Association's sole use. Such bulletin boards shall be located in City facilities wherein Association members are assigned or generally congregate, but shall not be visible from any of the City's public counters.

SECTION 4 – DUES DEDUCTION

- 4.01 The City shall deduct from each paycheck and remit to the Association within the week following pay day, the Association dues which an employee authorizes in writing.

SECTION 5 – PAYROLL DEDUCTIONS FOR BENEFIT PROGRAMS

- 5.01 The City will permit the utilization of the existing single payroll deduction system to enable Association members to contribute toward a maximum of five individual Association Benefit Programs.

5.02 The Association shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action arising from these benefit programs.

SECTION 6 – REPRESENTATION

6.01 An employee who reasonably believes that discipline may result from a meeting with his or her supervisor may have an Association representative present at such meeting. Obtaining an Association representative by the employee shall not unreasonably delay such meeting.

SECTION 7 – LABOR-MANAGEMENT COMMITTEE

7.01 Representatives of the City and the Association shall meet on an as needed basis to consider any mutually agreed upon matters. Except as otherwise provided in this Section, consideration of these matters shall in no way constitute a waiver of any City or Association rights under federal law, state law, the Redondo Beach Municipal Code, or of the provisions of this MOU.

7.02 The intent of this Section is to provide the City and the Association with the opportunity to exchange information on mutually agreed upon matters, with no expressed or implied obligation on the part of the parties to reach agreement on any of these matters during the term of this MOU.

SECTION 8 – AGENCY SHOP

8.01 Legislative Authority

The City of Redondo Beach (City) and Redondo Beach City Employee Association (Association) mutually understand and agree that in accordance with State of California law, per Section 3502.5 of the California Government Code and the Agency Shop election held on August 15, 2002, a majority of the full time, regular employees in classifications represented by the Association voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Association and pay Association dues;
2. Pay an Agency fee for representation;
3. Or with a religious exemption, pay a fee equal to the Agency fee to be donated to selected charities.

8.02 Association Dues/Agency Fee Collection

The Financial Services Department shall deduct Association dues, Agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Financial Services Department. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues or Agency Shop deduction for that pay period.

The Association shall notify the City of any Agency fee payer who elects to only pay

Agency fees, the fee equal to direct representation costs as determined by the Association's certified financial report. The Association shall notify the City of the amount of the Agency fee to be deducted from the Agency fee payer's paycheck.

8.03 New Hire Notification

All new hires in the Association shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided, by Human Resources, a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Association that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided 30 calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Financial Services Department. The Association may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Association.

8.04 Failure to Pay Dues/Fees

The City shall inform the Association in writing should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form. The Association shall notify the City in writing, requesting the employee be terminated from employment for failure to make an election. Within seven working days of each new hire in the bargaining unit, the City shall notify the Association of all new hires, providing the Association the employee's name, classification and date of hire.

8.05 Religious Exemption

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

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

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

1. American Red Cross
2. Boys and Girls Club
3. Los Angeles Regional Food Bank

8.06 Records

On an annual basis, the Association shall provide the Financial Services Department a copy of the Association's financial statement consistent with Government Code 3502.5(f).

The City shall provide the Association a list of all unit employees and their dues paying status with each Association dues check remitted to the Association.

8.07 Rescission of Agreement

A vote to rescind the Agency Shop agreement may be taken at any time, but only once during the term of the Memorandum of Understanding, by a majority vote of the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least 30% of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

8.08 Indemnification

The Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this Agency Shop.

ARTICLE IX. GRIEVANCES

SECTION 1 – PROCEDURE

- 1.01 A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU.
- 1.02 Step One - Immediate Supervisor. Any employee with a grievance shall initiate the grievance procedure within 15 calendar days of the date of the incident, or when the employee should reasonably have been made aware of the grievance, by explaining the situation orally to his or her immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not initiate the procedure within the 15 day period. The supervisor shall make a decision and present his or her decision, in writing, to the employee within five working days.
- 1.03 Step Two - Department Director. If the employee is not satisfied with the decision of his or her immediate supervisor, he or she shall present the grievance, in writing, to his or her department director within five working days of the decision of the employee's immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not act by the deadline. Within five working days, the department director, or the designee of the department director, shall present his or her decision, in writing, to the employee with copies to the City Manager or his/her designee.
- 1.04 Step Three - City Manager. If the employee is not satisfied with the decision of the Department Director, the employee may present the grievance, in writing, to the City Manager within seven calendar days of receipt of the Department Director's decision. The employee waives the right to proceed with the grievance if he or she does not act by this seven day deadline. If the grievant so requests following written submission of the grievance to the City Manager, the City Manager shall meet informally with the grievant and his or her representative in an effort to resolve the issue. Within 14 calendar days of receipt of the grievance or of an informal meeting held as provided in this section, whichever is sooner, the City Manager or his or her designee shall present a decision, in writing, to the employee.
- 1.05 Step Four – Mediation – Within seven working days of receipt of the City Manager's decision, if a grievance remains unresolved or is not resolved to the satisfaction of the

Association, the City and Association shall engage the assistance of a mediator. Either the City or the Association shall request a mediator from the California State Mediation and Conciliation Service. The mediator must be approved by both City and Association before mediation begins.

- 1.06 Step Five – Arbitration - A grievance unresolved by mediation or not resolved to the satisfaction of the Association, may be submitted to final and binding arbitration by the Association submitting a letter within 14 days of the last mediation session to the City Manager or his/her designee requesting that the grievance be submitted to final and binding arbitration. The Association waives the right to proceed if the request is not submitted by this 14 day deadline. The grievance submitted to final and binding arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his/her representative shall jointly request a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator.
- A. All of the costs of the arbitrator and court reporter if utilized, shall be shared equally by the City and Association. The parties agree that under no circumstance shall the affected employee(s) be responsible for paying any of the cost of arbitration.
 - B. The arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Association also agree that employee suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, finding the most appropriate remedy. The arbitrator shall have no power to award emotional distress or punitive damages.
 - C. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOU, the arbitrator shall proceed to decide such issue before a hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case to the City Manager without a decision or recommendation on the merits.
 - D. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

- E. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE X. DISCIPLINE

SECTION 1 – DISCIPLINE PROVISIONS IN THE MOU THAT SUPERSEDE THE CIVIL SERVICE RULES AND REGULATIONS

The following provisions in this Section supersede and make null and void Section 1 and Section 7 of Rule XVI, "Discipline and Disciplinary Actions", of the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach incorporated herein by reference:

- 1.01 Any employee in the Classified Service may be suspended by the appointing authority, without pay, for up to 30 days; reduced in pay, not to exceed one step of base pay for a period not to exceed nine months in any 12 month period, demoted or discharged for cause.
- 1.02 Any back pay awards related to suspension, reduction in pay, demotion, or discharge shall include interest at the rate and calculable in the manner established for civil actions in the Code of Civil Procedures.

SECTION 2 – DISCIPLINARY PROCEDURE

Prior to the suspension, demotion or discharge of any permanent employee in the Classified Service for disciplinary purposes, the following procedures shall be followed:

- A. **Written Notice of Proposed Action:** Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, and the charge(s) being considered.
- B. **Employee Review:** The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, the employee shall be supplied with a copy of the documents.
- C. **Employee Response:** Within five working days after the employee has had the review opportunity provided above, the employee shall notify the department head of his/her intention to respond, orally or in writing, or both, at the employee's option, to the Appointing Authority concerning the proposed action.
- D. **Representation:** In the pre-disciplinary procedure, the employee may be represented by counsel or by a representative of the recognized employee organization that represents the employee's class.
- E. **Written Notice of Final Action:** After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

SECTION 3 – REVIEW OF WRITTEN REPRIMANDS

An employee may request review of a written reprimand by his or her supervisor within 15 calendar days of receipt of such reprimand. The supervisor will provide a written response within five working days. An employee dissatisfied with the response may request further review within five calendar days by his or her Department Head, who will provide a written response within five working days. Final review by the City Manager or his or her designee may be requested within five calendar days of receipt of the Department Head response.

A written reprimand shall not constitute disciplinary or corrective action as defined in the City's Civil Service Rules; nor shall this review process be interpreted in any way as an appeal process.

The City agrees to remove the written reprimands, upon the employee's written request, after four years from the last incident. An incident is defined as an action that results in a written reprimand or any form of disciplinary action, as defined in the City's Civil Service Rules.

ARTICLE XI. MANAGEMENT RIGHTS

SECTION 1 – EXCLUSIVE CITY RIGHTS AND AUTHORITY

- 1.01 The City retains all its exclusive rights and authority under federal law, state law, or the Redondo Beach Municipal Code, and expressly and exclusively retains its management rights, which include, but are not limited to:
- A. The exclusive right to determine the mission of its constituent departments, commissions, boards;
 - B. Set standards and levels of service;
 - C. Determine the procedures and standards of selection of employment and promotions;
 - D. Direct its employees;
 - E. Establish and enforce dress and grooming standards;
 - F. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - G. Maintain the efficiency of government operations;
 - H. Determine the methods, means, and numbers and kinds of personnel by which government operations are to be conducted;
 - I. Determine the content and intent of job classifications;
 - J. Determine methods of financing;
 - K. Determine style and/or types of City-issued wearing apparel, equipment or

technology to be used;

- L. Determine and/or change the facilities, methods, technology, means, organizational structure and size of composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - M. Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions;
 - N. Assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - O. Establish and modify productivity and performance programs and standards;
 - P. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
 - Q. Take all necessary actions to carry out its mission in emergencies; and
 - R. Exercise complete control and discretion over its organization and the technology of performing its work.
- 1.02 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules and MOU's. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the execution of management rights impacts the wages, hours, or other terms and conditions of employment of bargaining unit employees, the City agrees to meet and confer with Association representatives regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the MOU or in the Personnel Rules and salary resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XII. LAYOFFS

SECTION 1 – PROCEDURE

- 1.01 The City Council or administrative authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than four weeks advance notice of separation and the reason therefore.
- 1.02 The criterion used in determining the order of separation shall be seniority. The criterion used in determining bumping rights shall be seniority which is defined as the time worked within one's current class, job family, or presently held position within the City. Classes and job families are set forth in Article II.
- A. An employee whose position is abolished shall be entitled to bump into a position in the same class in which he or she currently holds and the position is filled with

an employee with less seniority in that classification. In the event that an employee whose position is to be abolished cannot by virtue of seniority within his or her class bump another employee in that class, he or she shall bump in the next lower class within the job family in which the employee was working and held a permanent appointment immediately prior to the notification of layoff and where the employee has more total City seniority. After the City has personally notified the affected employee, if any, of his or her right to bump, he or she must notify the City Manager or his/her designee of his or her intent to exercise the bumping rights within 72 hours of that notification. If no response is received from the bumping employee within the above time period said bumping shall automatically occur. If an affected employee chooses not to exercise their bumping rights the City shall lay off the affected employee and place them on the re-employment list.

In the event that two or more employees involved in a bumping situation should possess the same amount of seniority as determined above within the affected class, then total City seniority shall determine which employee is to be bumped.

- B. An employee who holds a permanent appointment in a single class job family shall only be entitled to bump back to the class on which he or she held a permanent appointment immediately prior to the position he or she now holds and the affected employee has more total City seniority. Said employee shall be entitled to only these bumping rights and no other bumping rights shall apply to said employee.
 - C. Employees from bargaining units other than the Non-Management Unit may only exercise bumping rights into the specific class which he or she last held on a permanent basis in the Non-Management Unit.
- 1.03 The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff re-employment list according to date separated and class held and shall be eligible for re-employment. By class, the last employee laid off shall be the first rehired, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for two years.
- 1.04 In the event that an employee on the re-hire list is offered a position in the class from which he or she was laid off and does not accept said position, then his or her name shall be removed from the re-employment list.
- 1.05 Employees hired from the re-employment list into a class lower than the class in which they have re-employment rights shall have their names maintained on the re-employment list for the higher class until said list expires. Employee's total City seniority shall be restored upon rehire.
- 1.06 The City agrees that in the event of layoffs to meet and confer with the Association at the Association's request regarding the effects of any layoffs of bargaining unit employees. The Association agrees that the City may implement any layoffs in accordance with Section 1.01 of this Article regardless of the status of negotiations on the effects of said layoffs.

ARTICLE XIII. SENIORITY SHIFT BIDDING

SECTION 1 – PROCEDURE

- 1.01 Except as otherwise provided in this MOU, seniority shift bidding procedure will be implemented in those departments where there are employees who work shifts. Following the determination by management of the shift schedule, employees, who have completed their probationary period, shall bid for shifts to be worked during the shift schedule on the basis of seniority by job class. Shift scheduling methods related to posting shall be conducted in accordance with departmental procedures. Probationary employees shall be assigned to shifts by departmental management.
- 1.02 The seniority shift bidding procedures will be operated under the following conditions:
- A. Ability of employees to perform the duties of the shift. The Association and City acknowledge that in some instances, an employee who is generally capable of performing the duties of their class may be unable to satisfactorily perform assignments within their class on a particular shift. Where the City can demonstrate such inability, the employee may be excluded from bidding for that particular shift. Nothing contained herein shall be construed as a method of circumventing the seniority bid procedure outlined above or the City class plan.
 - B. Employees in the classification of Community Service Officer III do not hold any shift bidding rights.
 - C. Ability for the City to deal with interpersonal problems. Should a problem arise between employees assigned to the same shift which the City feels is disruptive or detrimental to the performance of the operation of the department, and where the nature of the problem is such that the only solution may be to separate the affected employees, then said separation may occur. Any assignments made as a result of this clause shall be taken into account with regards to the intent of the seniority bid system.
 - D. Agreement to reopen this Memorandum of Understanding if special problems emerge.
- 1.03 Shifts in the Communications Section shall be assigned in the following manner:
- A. Shifts will be identified by the City;
 - B. The City will assign Emergency Services Dispatcher Trainees and their Trainers, and any probationary Emergency Services Dispatchers;
 - C. Emergency Services Dispatchers may bid for shift assignments by seniority.

ARTICLE XIV. PERFORMANCE EVALUATION PROGRAM

SECTION 1 – NATURE AND PURPOSE

- 1.01 The City shall establish, and periodically review and modify as deemed appropriate, a performance evaluation system for Association employees in the City Service. A copy of all performance evaluations shall be forwarded to the Human Resources office.
- 1.02 An employee dissatisfied with his or her performance evaluation may, within 30 days of receipt of the evaluation, request review by the Human Resources Department. The request must outline the specific areas of concern and include any relevant documentation. A written response to the review will be provided within 30 days of the request.

This review process applies only to those members assigned to a department that does not have an existing review procedure. Thus, members of the Police Department may request review by the Police Department Performance Evaluation Review Committee; and such members of the Police Department shall not be entitled to review under this section.

SECTION 2 – WHEN RECEIVED

- 2.01 Performance evaluations are required at the following times:
- 1) Approximately three months into the probationary period.
 - 2) Approximately six months into the probationary period.
 - 3) Approximately nine months into the probationary period.
 - 4) At the completion of the probationary period.
 - 5) At the time of termination to serve as a matter of record of the exact status of the individual's performance.
 - 6) When the employee's performance falls below acceptable standards.
 - 7) Within six months when an employee's overall performance is rated below acceptable standards.
 - 8) Annually, at the time of the employee's anniversary date.

SECTION 3 – PROBATIONARY PERIOD

- 3.01 The probationary period for employees appointed to classes in this Unit shall be 12 months.
- 3.02 To fully evaluate employees effectively, any employee absent from work for any reason, for more than 160 hours cumulatively during their probationary period shall have their probationary period extended for the number of hours that equals the total number of absences from work.

For example, an employee absent 161 hours during their probationary period, shall serve an additional 161 hours before successfully completing their probationary period.

ARTICLE XV. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – WORK SCHEDULE WHILE ON JURY DUTY

- 1.01 An evening, night shift, or 3/12 schedule employee called to jury duty shall have their work schedule changed to a 9/80 schedule for the duration of their jury duty. Employees shall be returned to their regular schedule upon their release from jury duty with a minimum of eight hours of rest within that 24 hour period. This temporary change in work schedule is established by the department head and is intended to insure employees have adequate rest between their work shift and jury duty assignment. The replacement schedule is not subject to the grievance procedure.

SECTION 2 – CITY LOAN PROGRAM FOR EMPLOYEE PURCHASE OF A PERSONAL COMPUTER

- 2.01 Employees wishing to purchase a computer system for personal use may be eligible to participate in the City's Loan Program for Employee Purchase of a Personal Computer, subject to the Program's qualifying criteria, policies, and procedures.

SECTION 3 – PART-TIME EMPLOYEES

- 3.01 In accordance with the City's part-time policy, a part-time employee is unclassified, unbenefited with regular working hours averaging 30 hours in a work week, not to exceed 1,600 hours in a fiscal year.

SECTION 4 – CONFIDENTIAL EMPLOYEES

- 4.01 The positions of Human Resources Technician and Office Specialist III in Human Resources, or their successor positions may be designated Confidential employees.

SECTION 5 – EMERGENCY SERVICES DISPATCHER TRAINEE

- 5.01 The City and the Association agree to establish the classification of Emergency Services Dispatcher Trainee at a monthly salary 10% below the A step of Emergency Services Dispatcher.
- 5.02 An employee assigned to the class of Emergency Services Dispatcher Trainee shall successfully complete a training program of no longer than one year. It shall be within the sole discretion of the City to determine the length of the training period for each Trainee.
- 5.03 Upon successful completion of the training program, a Trainee will be appointed to the class of Emergency Services Dispatcher, at the "A" step of the salary range. Employees so appointed must serve a probationary period of one year, however, time in the class of Trainee will be considered to satisfy an equivalent portion of the probationary period.
- 5.04 In the event it is determined that further evaluation of a probationary Emergency Services Dispatcher is required, the City, at its sole discretion, may extend the probationary period by up to an additional six months.

SECTION 6 – CITY-ISSUED WEARING APPAREL

- 6.01 The City agrees to provide certain wearing apparel items to employees. The issued wearing apparel items, such as pants, skirts, shirts, blouses, belts, and rain gear shall be reissued to employees to replace items that have become worn or damaged beyond repair. The City Manager or his/her designee and the responsible department director shall designate those wearing apparel items to be issued to employees. Employees may request additional wearing apparel items by submitting their request in writing to their department head.

SECTION 7 – AMERICANS WITH DISABILITIES ACT (ADA)

- 7.01 Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this agreement may be disregarded in order for the City of Redondo Beach to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- 7.02 The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- 7.03 Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance arbitration procedure.

SECTION 8 – CITY ADMINISTRATIVE POLICIES AND PROCEDURES

- 8.01 The Association agrees employees are required to comply with the City's no smoking regulation dated July 1, 1986.
- 8.02 The Association agrees employees are required to comply with the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, attached hereto and made a part hereof.
- 8.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31, Drug-Free Workplace, as follows:

An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge.

SECTION 9 – CIVIL SERVICE RULES AND REGULATIONS

- 9.01 The City and the Association agree that the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach as set forth in Resolution No. 7345, a Resolution of the Mayor and Council of the City of Redondo Beach, California, amending the (MOU).

SECTION 10 – RECLASSIFICATION REQUESTS

- 10.01 The City agrees the Association may submit to the City Manager or his/her designee for consideration during the budget process, a reasonable number of reclassification requests for positions in the Non-Management Bargaining Unit. The City Manager or his/her designee shall have the exclusive right and authority to determine what constitutes a reasonable number of reclassification requests under this Section. The City Manager or his/her designee shall provide a written response to the Association regarding any such requests within 90 days.

SECTION 11 – SAFETY

- 11.01 Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standards, safety orders, or safety rules and regulations. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor.
- 11.02 In the event, due to temporary non-emergency circumstances, that employees are unable to perform their regularly assigned duties because of hazardous conditions, the City will make every effort to assign employees to other duties rather than release employees from work without pay.
- 11.03 The City agrees that in a departmental investigation of an employee involved vehicle/equipment accident which may result in disciplinary action regarding the employee, the employee has a right to appropriate representation during the investigatory procedure.
- 11.04 Employees in the classes listed below may choose to receive hepatitis inoculations and confirmation testing, and annual TB testing at the City's expense. An eligible employee who begins the hepatitis inoculation series, but who is unable or unwilling to finish the series, for any reason other than a documented medical reason, shall reimburse the City for all costs incurred in beginning the inoculation series. Eligible employees are those appointed to the following classes:

Community Services Officer I, II, and III
Lead Police Services Specialist
Municipal Services Officer
Police Identification Technician
Police Services Specialist

SECTION 12 – OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be employed by employers other than the City, nor shall he or she contract with or accept consideration of value in return for services, nor shall he or she otherwise be self-employed, where such activity is inconsistent with, incompatible to, or in conflict with his or her duties with the City.
- 12.02 An employee seeking outside employment or performing outside work not prohibited must report such employment or work within seven calendar days from accepting such work, and annually thereafter, on a form provided by the City.
- 12.03 Employees shall receive a written response from the City to their request for approval of outside employment. The City shall respond to the employee's request for approval of outside employment within seven calendar days of such request. If the City needs more time to evaluate the employee's request for outside employment, the City shall inform the employee in writing of the reason for the need to extend the time for evaluation of his or her request and the time necessary for that evaluation.
- 12.04 Outside employment or work shall be prohibited if it would create an actual or likely conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City. An employee who is denied outside employment under this section may appeal such denial through the grievance procedure.
- 12.05 Failure to report outside employment, or acceptance or continuation of outside employment prohibited by this section shall result in disciplinary action, up to and including termination.

SECTION 13 – OPEN DOOR POLICY

- 13.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Department Head. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his supervisor and the Department Head, the employee may submit a written request for action to the City Manager or his/her designee. The City Manager or his/her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the City Manager or his/her designee will take appropriate corrective action.

SECTION 14 – CONCERTED ACTIVITY

- 14.01 **DEFINITION:** Any employee who participates in any manner in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work by employees of the City; or who participates in any manner in any picketing in support of any such strike, work stoppage, slowdown, sick-out, or other concerted refusal to work or impediment to work by employees of the City; or who induces other employees of the City to engage in such activities shall be subject to discharge by the City.
- 14.02 In the event the Association calls, engages in, encourages, assists, or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work

by employees of the City or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend within limits prescribed by law, those rights and privileges accorded the Association under any ordinance, resolution, or rules and procedures of the City.

SECTION 15 – MAINTENANCE OF BENEFITS

15.01 Nothing in this MOU is intended to nullify existing wage or fringe benefits to employees under current policies and practices unless specifically included in this MOU or by mutual consent.

SECTION 16 – SAVINGS CLAUSE

16.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Association that this MOU shall stand notwithstanding the invalidity of any part, and the parties shall enter into immediate negotiations to agree upon substitute provisions.

SECTION 17 – WAIVER CLAUSE

17.01 Except as specifically provided for in this MOU, or in this Section, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU, or in negotiations leading hereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU. Any rights in that respect are hereby expressly waived during the term of this MOU. Provided, however, that the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from the implementation of provisions of the South Coast Air Quality Management District's Commuter Program, officially known as Regulation XV, or the Drug-Free Workplace Act of 1988.

SECTION 18 – IMPLEMENTATION AND DURATION

18.01 This MOU shall be binding on the City and the Association when ratified by the Association and approved and adopted by Mayor and City Council.

18.02 Except as otherwise provided herein, this MOU shall be in full force and effect beginning July 1, 2015, and shall remain in full force and effect through June 30, 2016.

18.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing wages, hours, and other terms and condition of employment between the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 19 – JOINT PAYROLL SYSTEMS COMMITTEE

19.01 The Association and the City will establish a joint payroll systems committee, comprised of representatives for the Association and the City. The committee will establish procedures to streamline payroll, increase reliability, and increase employee confidence. Changes associated with establishment and operation of this committee shall not reduce the compensation of any employee.

For the Redondo Beach
City Employees Association:

For the City of Redondo Beach:

Debra Kochheim, RBCEA President

Steve Aspel, Mayor

Sharon Rose, Vice President

Maria Temprano, Board Member

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

Peter J. Horton, Esq.

Michael Webb, City Attorney

EXHIBIT A – PAY PLAN FOR THE NON-MANAGEMENT BARGAINING UNIT

Effective with the beginning of the pay period that includes July 1, 2015, the monthly base pay rates consisting of salary ranges for the class titles listed below shall be set forth as follows:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Senior Building Inspector	5873	6157	6462	6779
Computer Support Specialist	5702	5979	6274	6583
Senior Auditor	5702	5979	6274	6583
Senior Code Enforcement Officer	5350	5618	5898	6193
Police Identification Technician	5320	5563	5813	6077
Public Works Inspector	5145	5386	5630	5910
Building Inspector	5077	5308	5544	5820
Code Enforcement Officer	4997	5228	5465	5738
Building and Engineering Technician	4997	5228	5465	5738
Community Services Officer III	4977	5202	5435	5679
Accountant	4773	4989	5212	5449
Planning Technician	4773	4989	5212	5449
Emergency Services Dispatcher	4689	4888	5117	5359
Lead Police Services Specialist	4516	4719	4941	5168
Payroll Technician	4436	4635	4845	5059
Community Services Officer II	4424	4628	4847	5061
Community Program Coordinator	4414	4613	4836	5052
Employment Coordinator	4414	4613	4836	5052
Office Coordinator	4414	4613	4836	5052
Human Resource Technician	4280	4464	4671	4875
Recycling Specialist	4280	4464	4671	4875
Emergency Services Dispatcher Trainee	4219			
Information Technology Technician	4115	4305	4510	4708
Accounting Technician	4107	4292	4499	4699
Administrative Coordinator	4107	4292	4499	4699
Housing Specialist	4107	4292	4499	4699
Parking Meter Technician	4107	4292	4499	4699
Senior Administrative Specialist	4093	4277	4464	4669
License and Collections Clerk	3986	4168	4352	4551
Graphics and Printing Technician	3933	4107	4292	4499
Records Management Coordinator	3933	4107	4292	4499
Administrative Specialist	3832	3997	4183	4370
Police Services Specialist	3798	3968	4144	4328
Traffic Senior Clerk	3736	3908	4080	4263
Crime Prevention Specialist	3720	3890	4060	4251
Recreation Coordinator	3720	3890	4060	4251
Senior Account Clerk	3655	3823	3992	4174
Community Services Officer I	3609	3778	3942	4127
Municipal Services Officer	3609	3778	3942	4127
Library Technician	3590	3748	3916	4091
Office Specialist III	3557	3721	3884	4060

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Printing and Duplicating Specialist	3491	3631	3800	3970
Account Clerk	3262	3409	3557	3721
Office Specialist II	3262	3409	3557	3721
Library Clerk	3262	3409	3557	3721
Office Specialist I	2959	3066	3197	3341
Library Page*	2696	2806	2932	3098
Recycling Ranger	2696	2806	2932	3098

3492*

* Employee in the class identified above, hired before September 8, 1978, qualifies for Longevity Pay Step per Article III, Section 4.01 of this current MOU.

EXHIBIT B – SETTLEMENT AGREEMENT