

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
**THE REDONDO BEACH
PROFESSIONAL AND SUPERVISORY ASSOCIATION**



July 1, 2015 – June 30, 2016

Per Resolution No. CC-1507-058

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF REDONDO BEACH AND
THE REDONDO BEACH PROFESSIONAL AND SUPERVISORY ASSOCIATION**

Pursuant to Chapter 10, Section 3500 et seq., of Division 4, Title 1 of the California Government Code and Resolution No. 6046 of the City Council of the City of Redondo Beach, the Resolution for 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 Professional and Supervisory Association (hereinafter “the Association”) and except as otherwise specifically provided for herein shall apply only to those employees who are employed full-time and are appointed to full-time permanent positions in the classes included in the Professional and Supervisory Bargaining Unit.

TABLE OF CONTENTS

ARTICLE I. TERMS	5
SECTION 1- DEFINITION OF TERMS	5
ARTICLE II. COMPENSATION.....	6
SECTION 1 - PAY PLAN	6
SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE	6
SECTION 3 - OTHER PAY ADJUSTMENTS	6
SECTION 4 - CAR ALLOWANCE	7
SECTION 5 - REALLOCATION AND REORGANIZATION.....	7
SECTION 6 - LONGEVITY PAY.....	7
SECTION 7 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT.....	8
SECTION 8 - DIVE BONUS PAY	8
SECTION 9 - OVERTIME FOR NON-EXEMPT EMPLOYEES.....	8
SECTION 10 - EXTRA TIME FOR COMMUNICATIONS SUPERVISORS.....	9
SECTION 11 – EXEMPT EMPLOYEES	9
ARTICLE III. RETIREMENT BENEFITS.....	100
SECTION 1 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM PLAN.....	100
SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS	12
SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS	133
SECTION 4 – DEFERRED COMPENSATION	155
ARTICLE IV. INSURANCE BENEFITS	155
SECTION 1 - MEDICAL BENEFITS	155
ARTICLE V. SICK LEAVE BENEFITS	166
SECTION 1 - SICK LEAVE USAGE	166
SECTION 2 - LONG-TERM DISABILITY SICK LEAVE PLAN	177
SECTION 3 - CITY OF REDONDO BEACH FAMILY SICK LEAVE PROGRAM.....	177
SECTION 4 - FAMILY MEDICAL LEAVE ACT.....	177
SECTION 5 - PROHIBITION AGAINST DEFERMENT	188
ARTICLE VI. HOLIDAYS, GENERAL LEAVE AND OTHER LEAVE BENEFITS	188
SECTION 1 - HOLIDAYS	188
SECTION 2 - GENERAL LEAVE.....	19
SECTION 3 - AUTHORIZED PROFESSIONAL TIME	200
SECTION 4 - LEAVES OF ABSENCE.....	200
SECTION 5 - BEREAVEMENT LEAVE.....	200
ARTICLE VII. GRIEVANCES & DISCIPLINE	21
SECTION 1 - GRIEVANCES	21
SECTION 2 – DISCIPLINE	222
ARTICLE VIII. MANAGEMENT RIGHTS	233
SECTION 1 – EXCLUSIVE CITY RIGHTS AND AUTHORITY	233
ARTICLE IX. REDUCTION IN FORCE AND LAYOFF PROCEDURE.....	244
SECTION 1 – REDUCTION IN FORCE	244
SECTION 2 - LAYOFF PROCEDURE.....	244
ARTICLE X. OTHER MATTERS.....	266
SECTION 1 - PROBATIONARY PERIOD.....	266
SECTION 2 - OUTSIDE EMPLOYMENT	266

SECTION 3 - ASSOCIATION BUSINESS277
SECTION 4 - SAVINGS CLAUSE277
SECTION 5 - IMPLEMENTATION AND DURATION277
SECTION 6 - AGENCY SHOP28
SECTION 7- COMPUTER LOAN PROGRAM311
EXHIBIT A. PAY PLAN33

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. CITY: Shall mean the City of Redondo Beach.
 - B. CITY MANAGER: Shall mean the City Manager or his designee.
 - C. DAYS: Shall mean calendar days except where working days are expressly specified.
 - D. EMPLOYEE: Shall mean an individual who serves full-time and is appointed to a full-time permanent position in a class in the Professional and Supervisory Bargaining Unit.
 - E. FISCAL YEAR: Shall mean the 12-month period from July 1 through June 30.
 - F. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the California Public Employees' Retirement System.
 - G. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article V, Section 2.02, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.
 - H. WORK PERIOD: Shall mean seven consecutive, regularly recurring, 24 hour periods equal to 168 hours, designated by the City Manager.
 - I. WORK FURLOUGH or FURLOUGH TIME OFF: One or more hours of required unpaid leave taken on a consecutive or intermittent basis.
 - J. YEAR: Shall mean fiscal year, except where calendar year is expressly specified

ARTICLE II. 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 that date.
- 1.02 The City will conduct a PSA related classification and compensation survey during the 2015-2016 fiscal year with no prior commitments on implementation of any recommendations or findings in the study. The City agrees it will afford PSA the opportunity to meet and confer on selection of comparator agencies for the survey. The survey shall be conducted during the 2015-16 fiscal year. A copy of the survey shall be provided to the Association.

SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of performance evaluation, each employee shall be eligible for a pay rate advancement added to base salary of between zero and 10 percent, effective at the beginning of the pay period following their anniversary date. A Department Head may grant performance increases of between two and one-half percent and seven and one-half percent without City Manager and/or Assistant City Manager approval; however, no salary may exceed the maximum pay in the range set forth for the class to which the employee is permanently appointed. Any adjustment of less than two and one-half percent or more than seven and one-half percent shall be documented in a form satisfactory to, and subject to the approval of, the City Manager and/or the Assistant City Manager.
- 2.02 The effective date of a performance pay increase shall be the beginning of the first pay period following the anniversary date of the change. This shall not alter the original anniversary date.

SECTION 3 - OTHER PAY ADJUSTMENTS

- 3.01 Initial Appointment: An eligible candidate may be appointed to a class at any salary rate within the salary range for the class to which he or she is appointed.
- 3.02 Promotions: A minimum of five percent (5%) increase in the employee's, then current, base salary shall be provided to an employee at the time of a promotion; provided, however, that no increase shall result in a salary higher than the maximum salary for the class to which the employee is promoted.
- 3.03 Acting Appointment: An employee appointed by the City Manager or a department head with City Manager approval, to acting status in a position with a higher pay range due to a vacancy or extended absence of two weeks or more and where the employee's acting status exceeds a workweek, or where a Department is being reorganized, or where a Department is undergoing experimental restructuring, wherein the employee is required to perform additional duties above and beyond those reasonably required of their class

shall receive an increase added to the employee's, then current, salary on a temporary basis. Such additional salary shall be established within the salary range of the class with the duties which most closely approximate the duties being performed by the employee. The temporary increase shall not be considered a promotion and may be reduced or removed without cause, notice or hearing.

- 3.04 Additional Duties: An employee may be assigned additional duties not required of his or her class. The City Manager shall approve additional pay commensurate with the additional duties, while such additional duties are assigned. Such additional pay shall be in an amount commensurate with the added duties assigned up to 25% of the base salary for the employee's permanent class. Such additional pay may be removed only with the removal of the commensurate duties and without notice or hearing.

SECTION 4 - CAR ALLOWANCE

- 4.01 The City Manager shall have the option to provide a car allowance of up to \$300 per month to designated employees appointed to assistant department director positions and/or division manager positions.
- 4.02 Any employee granted a City vehicle for his or her exclusive use will not be entitled to receive a car allowance.

SECTION 5 - REALLOCATION AND REORGANIZATION

- 5.01 The salary of an employee whose position is reallocated or reorganized to a lower-paying class or position may, at the discretion of the City Manager, remain at the rate of pay received immediately before the reallocation or reorganization. Such employee shall not be eligible for any salary increases until the salary range of the employee's new class exceeds his or her salary at the time of the reallocation or reorganization. The City shall meet and confer with the Professional and Supervisory Association on the impact of any reallocation or reorganization.

SECTION 6 - LONGEVITY PAY

- 6.01 An employee who has completed 19 years of public agency service and has completed 12 months of service with the City, shall receive longevity pay.
- 6.02 Public agency service shall mean full-time service in an agency that participates in a public retirement plan.
- 6.03 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 6.04 In addition to an employee's base salary, exclusive of all premiums and other pays, each employee meeting the criteria in Section 6.01, above, shall receive a Longevity Pay increase added to the employee's base salary of two percent un compounded for each

year of eligibility beginning with the 20th year of service through the 25th year of service for a maximum total of up to 12% above base salary.

SECTION 7 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 7.01 Each employee shall be eligible, upon request, to receive up to a maximum of \$1,500 per person per year, 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 Assistant City Manager or designee for payment. Employees shall not be paid salary for attending such courses, training, or exams.

SECTION 8 - DIVE BONUS PAY

- 8.01 A flat rate bonus of \$75 per person per dive will be paid to the Building Regulations Manager and those Building Inspectors who are certified SCUBA divers.
- 8.02 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, one in the morning and one in the afternoon, will receive Dive Pay in the amount of \$150. Dive Pay is in addition to an employee's regular salary.
- 8.03 All diving by those employees pre-designated in 8.01, above, is voluntary and the City may not mandate those employees to dive under any circumstances.

SECTION 9 - OVERTIME FOR NON-EXEMPT EMPLOYEES

- 9.01 Unit employees eligible for overtime under the Fair Labor Standards Act, shall receive overtime pay of time and one-half their regular hourly pay, for all hours worked in excess of their regular scheduled work day.
- 9.02 At the option of the employee, he or she may receive Compensatory Time Off (CTO) in lieu of the overtime pay, at the rate of one and one-half hours (1.5) CTO for each hour of overtime work performed, up to a maximum of 40 hours CTO. Use of earned CTO must be approved in advance by the Department Head, but such approval shall not be unreasonably withheld. Any earned, unused CTO shall be paid out at the end of each fiscal year.

SECTION 10 - EXTRA TIME FOR COMMUNICATIONS SUPERVISORS

10.01 The City and the Association agree that the Communications Supervisors are appropriately designated as exempt from the payment of overtime under the executive exemption of the Fair Labor Standards Act. As a result of staffing issues that exist in the Communications Center, the City and the Association have agreed to the following:

- A. At the employee's discretion, a Communication Supervisor may receive Compensatory Time Off (CTO), at the rate of one and one-half (1.5) CTO for each hour of extra work performed, up to a maximum of 60 hours CTO. Use of CTO must be approved in advance by the department head or his/her designee. Any earned, unused CTO shall be paid out at the end of each fiscal year. A Communications Supervisor shall be paid at the rate of one and one-half (1.5) times the employee's current regular rate of pay, when such work is required by the Department to maintain minimum staffing, i.e., to replace an absent Communications Supervisor or Communications Operator, and for off-duty mandatory training and meeting attendance.
- B. A Communications Supervisor shall be paid his or her regular hourly rate ("straight-time overtime") for all other work performed in excess of the employee's regular scheduled shifts.
- C. A Communications Supervisor shall not be eligible to receive Authorized Professional Time (APT).

SECTION 11 - EXEMPT EMPLOYEES

11.01 Exempt employees are not eligible for overtime under the Fair Labor Standards Act.

11.02 Exempt employees shall account for their time in the following manner. They need to account for any absences, other than "de minimis" absences, based on the work schedule established for the employee's work unit. A "de minimis" absence is one in which the employees' ability to meet workload demands, being available to fulfill their supervisory role and/or provide customer service is not greatly diminished. For example, taking an hour to attend a doctor's appointment or for other personal business would be a "de minimis" absence. Exempt Employees are required to use appropriate accrued leave to cover any absences other than "de minimis" absences. Overall, Exempt Employees are expected to manage their time within the context of a pay period. For example, if you have a "de minimis" absence one day, then sometime in that same pay period there may be a need for you to work over your normal hours, which would offset this "de minimis" absence.

- 11.03 The only exception to the requirement to account for absences other than “de minimis” absences will be those cases when an employee is taking partial days off, with the absences being covered by the Family Medical Leave Act (FMLA). In those cases, the employee will be required to report how many hours he/she has missed from what would be considered a regularly scheduled work day in terms of the work day that has been implemented for the employee’s department, division, or work unit. The reporting by the employee will be done for tracking purposes only under FMLA, with the employee not being required to use paid leave time for the “de minimis” hours that are reported.
- 11.04 Other than accounting for absences, work hours are not tracked for exempt employees. When it is necessary, supervisors may authorize informal work adjustments in work hours. In addition, Exempt Employees still need to consult with, inform, and/or get approval in advance from their supervisor for absences.
- 11.05 Employees in these groups are also Exempt Employees. Exempt Employees are employees who are designated as exempt employees as defined by the Fair Labor Standards Act (FLSA). Exempt employees are expected to accomplish assigned work without regard for the number of hours worked. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or compensatory time (CTO).
- 11.06 Though, in recognition of their contributions to the City, Exempt Employees are provided with Authorized Professional Time (APT), in addition to Vacation, Sick Leave, and other leave time, as part of the package of benefits provided for in their Memorandum of Understanding or Pay Plan.

ARTICLE III. RETIREMENT BENEFITS

SECTION 1 - PUBLIC EMPLOYEES’ RETIREMENT SYSTEM PLAN

- 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 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 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' accounts the employee share of the contribution to the Public Employees Retirement System (CalPERS) in the amount of seven percent of CalPERS reportable salary for miscellaneous classes. “CalPERS reportable salary” includes base salary plus all applicable special compensation.

1.03 During the term of this agreement, employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the seven percent employee contribution required by CalPERS.

1.04 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 the providing of the enhanced or optional benefits associated with this plan. Effective December 5, 2014, the portion of the employer contribution that will be paid for by employees shall be equal to 7% of reportable compensation.

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.

1.05 The City shall provide the two percent at 55 retirement formula to all employees participating in Tier I Miscellaneous Member benefit plan. In addition, employees participating in Tier I Miscellaneous Member benefits shall also receive those optional benefits detailed in Section 2.01 of this Article.

1.06 The City shall provide the two percent at 60 retirement formula to all employees participating in Tier II Miscellaneous Member benefit plan. In addition, employees participating in Tier II Miscellaneous Member benefits shall also receive those optional benefits detailed in Section 2.02 of this Article. In the event it is determined that this cost-sharing provision applied to Tier I members, as defined in Section 1.04, does not comply with the requirements of the Public Employees' Retirement Law, the parties agree that the Tier II employees' compensation shall be reduced four percent and the parties shall meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

1.07 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, such employees shall receive those benefits listed in section 2.02 of this Article.

SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS

2.01 Optional Benefits – Tier I Miscellaneous Member Plan

In addition to the two percent at 55 benefit formula provided for in Section 1.05 of this Article, the following options will be available to employees participating in the Tier I Miscellaneous Member benefit plan:

- A. Post-Retirement Survivor Allowance (§21624 and §21626).
- B. Military Service Credit as Public Service Statutes of 1976 for local Miscellaneous Members and local Safety members only (§21024).
- C. Credit for Unused Sick Leave (§20965).
- D. For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

For employees hired prior to July 1, 1979, the formula for calculating sick leave service credit is the total number of hours of sick leave that would have been accrued based upon length of service, up to the maximum of 2,080 hours, less the total number of hours of sick leave used, divided by eight equals the number of days of credit for unused sick leave to report to PERS.

For employees hired between July 1, 1979 and November 9, 2007, the formula for calculating sick leave credit is the total number of hours of unused sick leave hours, divided by eight equals the number of days of credit for unused sick leave to report to PERS.

- E. One-Year Final Compensation (§20042).
- F. Employer Paid Member Contributions As Compensation (§20692).

As set forth in Section 1.02 of this Article, in accordance with Government Code Section 20691, the City has elected to pay the presently required normal employee contribution to PERS for employees in the Professional and Supervisory bargaining unit.

As allowed by Government Code Section 20692, during each such employee's final compensation period, the City shall stop paying the employee's contribution and, instead, shall increase the pay rate of the employee by an amount equal to the normal contribution previously paid by the City as provided by Section 1.02 of this Article.

- G. Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548).

The PERS optional benefits provided in this Section 2.01 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.

2.02 Optional Benefits - Tier II Miscellaneous Member Benefits

In addition to the two percent at 60 retirement formula benefit provided for in Section 1.06 of this Article, the following options will be available to employees participating in the Tier II Miscellaneous Member benefit plan:

Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

Except as expressly provided in this Section 2.02, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

2.03 Optional Benefits – Tier III Miscellaneous Member Benefits

In addition to the two percent at 62 retirement formula benefit provided in Section 1.07 of this Article, 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 2.03, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit plan.

SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS

3.01 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 plans provided by the City. This benefit shall be provided to only an employee who meets all of the following criteria:

- A. Must have a minimum of five years full-time service with the City of Redondo Beach; and,
- B. Must retire within 19 months of his or her separation from service with the City; and,
- C. Must have completed a minimum of 20 years full-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 a retiree shall cease on the earlier of either: (a) the date such retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare Supplement 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 option.

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

3.02 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 the least expensive health insurance plan 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 the least expensive health insurance plan 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 the least expensive health insurance plan 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 the least expensive health insurance plan available to City employees.

The contributions provided for in this Section 3.02 shall cease on the earlier of either: (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 3.02 shall only be provided to individuals who meet all of the following criteria:

- 1. The employee must retire from City employment and 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. Termination 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.

SECTION 4 - DEFERRED COMPENSATION

4.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan. The City shall contribute one half a percent (0.5%) of the employee's regular rate of pay into the Plan for all enrolled RBPSA employees.

ARTICLE IV. INSURANCE BENEFITS

SECTION 1 - MEDICAL BENEFITS

1.01 Effective December 5, 2014, the City shall pay the following monthly maximum contribution as listed in Table A. below toward Employee Health Benefits for each employee, for the level of coverage for which they are eligible.

Table A.

Employee	Employee +1	Family
\$642	\$1003	\$1,274

1.02 Employee Health Benefits shall include medical, dental (with orthodontia) and vision insurance coverage. The medical and dental plans shall include the option of an indemnity plan or 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.

1.03 As an added benefit, the City shall pay the entire cost of other City-Paid Health Benefits offered to employees. City-Paid Health Benefits are employee life insurance (in the amount of \$100,000 for each employee and \$1,500 per qualified dependent), an accidental death and dismemberment (AD&D) plan (in the amount of \$100,000 for each employee), and an Employee Assistance Plan (EAP).

1.04 Employees may elect not to select medical insurance coverage 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. 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 a qualifying event occurs. Employees who opt out of medical insurance pursuant to this section shall in no event receive any amount exceeding

the employee's level of eligible monthly premium contribution by the City as set forth in Article IV section 1.01.

- 1.05 An employee who received payments in lieu of dependent medical insurance during FY 1992-93 may continue to receive such payments in the amount of \$536 per month less any applicable City FICA contributions. Said payments will be discontinued if the employee elects dependent medical insurance or opts out of the City's group plan under Section 1.04 above. Once discontinued, these payments shall not be reinstated at any time.
- 1.06 During the term of this agreement, the City agrees to meet and confer with the Association in advance of any change that results in an economic reduction in Employee Health Benefits and/or City-Paid Health Benefits. The parties agree to meet and review available health insurance options annually by June 30th of each year.

ARTICLE V. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE USAGE

- 1.01 The legitimate use of sick leave by the employee is intended to provide income continuation during periods of non-occupational illness, injury, maternity, medical or dental appointments or family sick leave.
- 1.02 Sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. In no instance shall the employee receive compensation in excess of full pay. The intent of this section is to coordinate paid leave to achieve 100% equivalent of regular take-home pay when on paid status, excluding overtime.
- 1.03 An employee who has been determined to be occupationally ill or injured and who has exhausted all of their temporary disability payments may use any accrued Sick Leave, Authorized Professional Time, General Leave to remain on paid status.
- 1.04 An employee shall not be entitled to utilize 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.
- 1.05 The department director or designee of the director may require sick leave verification without prior written notice at any time during the sick leave absence.

SECTION 2 - LONG-TERM DISABILITY SICK LEAVE PLAN

- 2.01 All employees shall be included in the Long-Term Disability Sick Leave plan set forth in Section 2.02 below.
- 2.02 An employee who suffers a serious non-work-related injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, such employee may use accrued sick leave, general leave, holiday leave, authorized professional time (APT), 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.

SECTION 3 - CITY OF REDONDO BEACH FAMILY SICK LEAVE PROGRAM

- 3.01 For family sick leave as defined by State law, each employee may use, in any one fiscal year, 108 hours of General Leave, Sick Leave or Long Term Disability leave bank, or 50% of his or her annual accrued General Leave, whichever is greater.

The leave benefit provided for in this Subsection shall supersede the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

- 3.02 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 variations in family structure (e.g., substitute stepmother for mother).
- 3.03 Immediate family shall mean father, mother, grandparent, grandchild, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, and child as defined by AB 1522.

SECTION 4 - FAMILY MEDICAL LEAVE ACT

- 4.01 As required by State and Federal law, the City will provide unpaid 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 Section 12945.2. Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and/or the 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 in determining how much leave an employee is entitled to.

- 4.03 While on leave, employees must use accrued benefit time, such as General Leave or in the case of the employee’s own serious health condition, sick leave, and may use their long term disability leave bank (non-occupational injury or illness). Employees are not allowed to use compensatory overtime (CTO) in accordance with leave regulations.

SECTION 5 - PROHIBITION AGAINST DEFERMENT

- 5.01 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability or service 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.

ARTICLE VI. HOLIDAYS, GENERAL LEAVE AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The following 12 days shall be recognized as holidays:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving
- The Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve

- 1.02 If a holiday falls on a day when the employee’s workplace is normally closed, the holiday shall generally be observed on the nearest day when the employee’s workplace is open. For example, if a holiday falls on a Friday when City Hall is normally closed for business, the preceding Thursday will be observed as a holiday. If a holiday falls on 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.

If an employee is required to work by their Department Head on a regularly scheduled City-paid holiday they will have the opportunity to utilize a “floating holiday” within the thirty

(30) day period following the holiday. If the “floating holiday” is not used within that time period, it will be forfeited.

- 1.03 December Holiday: December 28, 29, and 30, 2015 shall be additional paid holidays. Employees who are required to work on these days will receive a holiday closure bank in an amount equal to the number of hours actually worked or the actual hours scheduled, whichever is greater. The hours in the holiday closure bank will be paid. Any earned hours in an employee’s paid holiday closure bank that are unused as of June 30, 2016 will expire as of June 30, 2016.

SECTION 2 - GENERAL LEAVE

- 2.01 Employees shall accrue General Leave in accordance with their years of service as outlined in Table B.:

Table B.

Completed Years of Service	Annual Accrual	Accrual Limit
1 through 5	156 hours	468 hours
6 through 14	188 hours	564 hours
15 or more	228 hours	684 hours

- 2.02 Employees with a Sick Leave balance shall have their sick leave hours maintained as a separate bank of hours and available to them for use during the term of their employment for personal and family sick leave, and any leave entitlement such as FMLA, CFRA and Pregnancy Disability Leave.
- 2.03 At no time shall any City employee be entitled to accrue more General Leave than that provided for above in Table B. Should any employee not use General Leave accrual, accrual will cease at the maximum accrual set forth above until General Leave is used or cashed out to the limits set forth below to bring the employee’s General Leave balance below the maximum accrual.
- 2.04 Except in cases of emergency or for other proper cause such as illness, injury or family sickness, which may require a physician’s statement for approval, employee requests to use accrued General Leave time shall be approved in advance.
- 2.05 All employees shall be allowed to cash out up to a maximum of 60) hours of General Leave per fiscal year. Employees may cash out twice per fiscal year, but in no event shall the cash out exceed 60 hours in a fiscal year. The cash out shall be calculated at the then current regular rate of pay.
- 2.06 The value of accrued General Leave shall be calculated at the employee’s regular rate of pay at the time of separation from City employment.

- 2.07 At the discretion of the City Manager, employees who are hired from another public agency may be considered as a lateral transfer and be credited with time served in a public agency for accrued General Leave time.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME

- 3.01 Except as otherwise provided in this Section, an employee who regularly works extra hours, attends evening meetings, and/or is required to participate in job-related weekend activities or functions for which he or she does not receive paid overtime, shall be granted time off with pay in the form of Authorized Professional Time (APT) of 81 hours per calendar year. The City Manager may grant time off in excess of these limits in exceptional cases.
- 3.02 Overtime eligible employees hired after July 16, 2002 shall not be eligible for Authorized Professional Time off.
- 3.03 APT is administered to coincide with the payroll period cycle best aligned to the calendar year. For each calendar year, APT will be available for use in pay period 1 of the calendar year and shall be used by the end of pay period 26 of the calendar year (or pay period 27 for those years which have 27 pay periods).

SECTION 4 - LEAVES OF ABSENCE

- 4.01 The City Manager may grant a leave of absence to permanent employees with or without pay for a period not to exceed one year. No such leave shall be granted except upon a written request of the employee setting forth the purpose and duration of the request. Approval shall be in writing and a copy filed with Human Resources. Upon the expiration of a regularly approved leave, or within a reasonable length of time after notice to return to duty, the employee shall be returned to the position held at the time the leave was granted. Failure on the part of an employee on leave to return promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

SECTION 5 - BEREAVEMENT LEAVE

- 5.01 Each employee shall receive 24 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's immediate family member, which includes mother, father, grandparent, child, step-child, grand-child, spouse, registered domestic partner, legal dependent, sister or brother. A qualifying incident shall also be defined to include the death of an immediate family member of the employee's spouse or registered domestic partner. An employee may request approval from Human Resources to take bereavement leave for the death of an individual not listed.

ARTICLE VII. GRIEVANCES & DISCIPLINE

SECTION 1 - GRIEVANCES

- 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 working 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 or in writing 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 by the deadline. The supervisor shall make a decision and present his or her decision, in writing, to the employee within 10 working days.
- 1.03 Step Two - Department Director. The employee may advance the grievance, in writing, to his or her department director within 15 working days of receipt of the Step One decision. The employee waives the right to proceed with the grievance if he or she does not act by the deadline. Within 15 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 Assistant City Manager.
- 1.04 Step Three – Mediation. Either the employee or the Association may request the grievance be submitted to mediation within 15 working days of receipt of the Step Two decision.

Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the Association and City before mediation may begin.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 working days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

- 1.05 Step Four - City Manager. The employee or the Association may present the grievance, in writing, to the City Manager within 15 working days of receipt of the Department Director's decision or the mediator's advisory opinion letter. The employee waives the right to proceed with the grievance if the employee or the Association does not act by the deadline. If the employee or the Association so requests, following written submission of the grievance to the City Manager, the City Manager shall meet with the employee and his or her representative in an effort to resolve the issue. Within 15 working 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 and the Association, with copies to the Assistant City Manager. The City Manager's decision shall be final and binding.

SECTION 2 - DISCIPLINE

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

- 2.01 Employees may be represented by counsel, the employee organization, or a representative of the employee's choice at each level of the discipline procedure.
- 2.02 Employees may submit a statement of rebuttal for written reprimands. The statement of rebuttal shall be attached to the written reprimand and placed in the employee's personnel file.
- 2.03 **Written Notice of Proposed Action:** Written notice of the proposed disciplinary action shall be given to the employee. The notice shall include, at a minimum, the notice of the proposed action, the reasons therefor, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing the discipline.
- 2.04 **Employee Response:** Within five working days, the employee shall notify the department head of his/her intent to respond, orally or in writing, or both, at the employee's option.
- 2.05 **Written Notice of Final Action:** Written notice of the final disciplinary action, if any, shall be given to the employee. The notice shall include, at a minimum, the notice of the final action, and the reasons therefor. Such notice shall also include the effective date of the action, and inform the employee of his/her appeal rights.
- 2.06 **Advisory Arbitration:** Any permanent bargaining unit member who has been subjected to disciplinary action resulting in termination, demotion or suspension without pay, or has been subjected to a pay reduction as a disciplinary action, may appeal such disciplinary action to advisory arbitration as set forth below. Any such appeal must be submitted in writing to the City Manager or his/her designee not later than 10 working days from receipt of written notice that such discipline will be imposed. An email to the City's representative is sufficient.

The advisory arbitration shall be conducted by a hearing officer selected as follows. The advisory arbitrator shall be selected from a list of nine (9) obtained from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate strikes of names shall mutually select the remaining unstruck name as the arbitrator. The arbitrator shall prepare a written recommendation to the City Manager who may accept, reject or modify the recommendation. The decision of the City Manager shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

If the employee is represented by the Association, the cost of the arbitrator and court reporter shall be shared equally by the City and the Association. If the employee is not represented by the Association, the costs shall be borne solely by the City.

ARTICLE VIII. MANAGEMENT RIGHTS

SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY

- 1.01 The City retains all rights not specifically delegated by this agreement, including but not limited to the exclusive right to:
- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees and change work schedules and assignments upon reasonable notice;
 - B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
 - C. Determine services to be rendered, operations to be performed, utilization of technology, overall budgetary matters and methods of financing;
 - D. Determine the appropriate job classes and personnel by which government operations are to be conducted;
 - E. Determine the overall mission of the unit of government;
 - F. Maintain and improve the efficiency and effectiveness of government operations;
 - G. Take any necessary actions to carry out the mission of an agency in situations of emergency;
 - H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law;
 - I. The exclusive right to provide any municipal service through a contractual arrangement with any private person, business, organization or corporation, or any other governmental entity;
 - J. 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;
 - K. Establish and modify productivity and performance programs and standards.

- 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 members, 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 IX. REDUCTION IN FORCE AND LAYOFF PROCEDURE

SECTION 1 - REDUCTION IN FORCE

- 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 Layoffs shall not be used to effect the termination of an employee for a failure to satisfactorily perform assigned duties or for disciplinary purposes.
- 1.03 The City agrees to notify the Association and the employee simultaneously at least four weeks prior to the effective date of the layoff. Upon request, the City agrees to meet and consult over the impact of the layoff on the bargaining unit. The City agrees to consider alternatives to layoff proposed by the Association such as, but not limited to: voluntary furloughs, partial or complete leaves of absence and reductions in time base. In addition, the City agrees to use its best efforts to place displaced employees in alternative positions.

SECTION 2 - LAYOFF PROCEDURE

- 2.01 Order of Layoff – When a position is to be cut and an incumbent employee laid off, the following shall be observed:
- A. Prior to implementing any layoff, the City shall ask if there are any employees holding positions in the classification of the position being abolished who wish to accept a layoff.
 - B. If there are no volunteers, the City shall then offer an employee whose position is scheduled to be cut consideration for vacancies at or below the employee's current grade for which the employee meets the minimum qualifications and training requirements, prior to open or promotional recruitment.

- C. The City will compile layoff lists for the various classifications of employment as conditions may require. Layoff lists shall be based on the layoff seniority of employees in the classification affected. Layoffs will be accomplished on the basis of layoff lists and the requirements of this Agreement.
- D. Permanent employees shall be laid off in inverse order of seniority in classification as established by layoff lists.

2.02 Layoff Seniority

- A. Layoff seniority is defined as the length of total service in all classifications as a permanent City employee, including probationary and non-probationary status, but not including time served as a temporary employee. When employees have equal overall seniority in permanent City employment, the employee with the greater amount of service in the employee's present classification and in higher or equivalent classes shall have the highest retention priority. If a tie occurs, priority shall be determined by a flip of a coin, performed in the presence of a representative of the City and of the Association.
- B. Layoff seniority commences with, and is determined by, the date of appointment to a permanent position and shall be credited for all time worked and for all periods.
- C. Where there has been a break in employment, exceeding six months, credit shall not be given for prior service except in the case of an employee who was separated because of a reduction in force and subsequently re-employed.

2.03 Written Notice of Layoff

- A. Any employee to be laid off will be given written notice of layoff not less than four weeks prior to the effective date of such layoff.
- B. An employee who is notified of impending layoff shall have the right to a personal conference to discuss the rights and benefits available to the employee. Notice of the right to such a conference shall be in writing to the employee and shall include the date, time and location of the scheduled conference. The employee may reschedule to a mutually agreeable time or waive the right to such conference in writing, in a space included on the notice of layoff. Employees may have an association representative present at the conference.
- C. A copy of the layoff notice will be simultaneously provided to the Association. In addition to the layoff meeting with the employee, the City will meet and consult with the Association regarding the impact of employee layoffs.
- D. Upon receipt of notice of layoff and in order to avoid layoff, an employee may request demotion in writing to the Human Resources Division within three working days of the date of the layoff conference.

2.04 Displacement

- A. Permanent employees who are displaced from their positions by the reduction in work force process described above shall be entitled to placement in any department 1) in the same or lower classification in the same class series, or 2) in a lower classification in which the affected employee once had permanent status.
- B. Whenever a position is created, reclassified, or modified due to reorganization, and approved by Council, that position shall be placed in the appropriate grouping of positions after negotiation with the Association.
- C. Permanent employees who are displaced by other employees under this section are entitled, in turn, to the placement rights contained in this section.
- D. The rights set forth in this Article shall apply only to employees and positions covered by this Memorandum of Understanding. If the City enters into an agreement which allows employees not subject to this MOU to displace employees subject to this MOU, the City shall extend reciprocal displacement rights to employees subject to this MOU.

ARTICLE X. OTHER MATTERS

SECTION 1 - PROBATIONARY PERIOD

- 1.01 To fully evaluate employees effectively, any employee absent from work for any reason, (excluding training, which will be calculated as time "on duty") 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.

SECTION 2 - OUTSIDE EMPLOYMENT

- 2.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Assistant City Manager. The Assistant City Manager has the sole discretion with respect to any employee request for outside employment, except as provided in 2.02 below.
- 2.02 An employee seeking permission to perform outside employment shall apply in writing to the Assistant City Manager for approval on the form provided for the City. If outside employment is initially approved, such approval for outside employment may be revoked, provided the employee involved shall receive at least 14 calendar days advance notice in writing of such revocation.

If outside employment is not approved, the Association and the City Manager will submit their respective written positions on the issue to a mutually agreed-upon third party, who shall have the final authority to determine approval or non-approval of the outside employment. This determination shall be binding upon both the City and the employee. Any costs associated with this final determination shall be shared equally, 50-50 by the City and the Association.

SECTION 3 - ASSOCIATION BUSINESS

- 3.01 Leave: The Association shall be eligible for an initial allocation of 120 hours per fiscal year of leave with pay for the purpose of attending seminars or conferences relative to employer-employee relations, Board of Directors meetings, and/or other meetings related to employer-employee relations. The Association shall provide reasonable advance written notice to their immediate supervisor specifying the dates and hours of leave requested and the personnel involved. Such leave shall be granted upon request, subject to the requirement that the City provide the personnel and level of service necessary to carry out the mission of the agency as determined by the City Manager. This leave provision shall be exclusive of such reasonable time that may be granted to Association representatives on matters related to wages, hours, and other terms and conditions of employment.
- 3.02 The City will comply with its legal obligations regarding access to City Facilities and providing relevant information to the Association.

SECTION 4 - SAVINGS CLAUSE

- 4.01 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 by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of the City that this MOU shall stand notwithstanding the invalidity of any part.

SECTION 5 - IMPLEMENTATION AND DURATION

- 5.01 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.
- 5.02 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.
- 5.03 The terms of this MOU shall supersede the terms of the 2010/2011 Side Letter of Agreement between the City and the Association entered into in July 2010 and the February 2013 Side Letter of Agreement between the City and the Association regarding health insurance, which expired June 30, 2013.

5.04 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 6 - AGENCY SHOP

6.01 The City of Redondo Beach ("City") and the Redondo Beach Professional and Supervisory Association ("PSA" or "Association") enter into this Agreement to implement an Agency Shop agreement pursuant to California Government Code section 3502.5 and other applicable rules or law, including Article III, Section 12 of the City's Employer-Employee Relations Resolution, Resolution No. 6046 which is incorporated as though set forth in its entirety herein.

6.02 Definitions:

- a. "Agency Shop," as used in this Agreement, means an arrangement that requires an employee, as a condition of employment, either to join the recognized employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization, as may be amended from time to time by the Association. The "service fee" may also be referred to as an "Agency Fee" or "Agency Shop Fee" under the applicable law and in this Agreement.
- b. "Agency Fee" collected from nonmember bargaining unit employees pursuant to this Agreement shall be limited to PSA's annual costs for representing such employees. The Agency Fee does not include the amounts used for the Association's political activity or other categories of expenses deemed as non-chargeable to Association members by applicable law.
- c. "MOU Agreement" means either a tentative agreement or a memorandum of understanding negotiated and executed by the City and PSA governing the terms and conditions of employment of employees in classifications represented by PSA for a stated period of time, whichever is in effect.

6.03 This Agreement will be placed in effect immediately following execution by the Association and the City, and after notice of the Agency Fee has been provided to employees in classifications represented by the Association.

6.04 Unless otherwise agreed, all applicable dues deductions, Agency Fee, or charitable contributions (if eligible), for the month shall be deducted by the City from wages earned by the employee each biweekly pay period. All deductions shall be in the biweekly amount certified by the designated officer of the Association as the Agency Fee.

- a. All applicable dues deductions and/or Agency Fee withheld by the City will be transmitted by the City to the treasurer of the Association, or its other designated

officer, at the address specified by the Association in writing and accompanied by a list of the employees for whom the deduction was made. The Association agrees that such information and lists will be treated in a confidential manner. The deductions and the list will be remitted to the Association not later than twenty one (21) days following the pay period in which the deductions were made.

- 6.05 The parties recognize that employees in a classification represented by the Association generally have the right to join or not to join the Association. Pursuant to an Agency Shop agreement, as provided under state law and this section, employees must either voluntarily join the Association or must pay the Agency Fee. The amount of the Agency Fee will be a uniform amount established by the Association and limited as provided by law. The amount of the Agency Fee and any changes in the fee will be certified in writing to the City's Human Resources Director, or designee, by the President of the Association.
- 6.06 Employees Exempted from Obligation to Pay Union: Any member who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment; however:
- a. The employee will be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to dues, initiation fees, or agency fees to a nonreligious and non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, as follows:
 - (1) The employee may choose the organization from the following list of qualifying organizations designated by the City and Association:
 - (a) American Red Cross;
 - (b) Boys and Girls Club;
 - (c) Los Angeles Regional Food Bank.
 - (2) If the employee refuses to choose a qualified charity, the employee will be deemed to have selected the American Red Cross.
 - (3) Charitable contributions, if applicable, will be transmitted to the applicable charity by the Association.
 - b. Employees requesting an exemption from paying an agency fee pursuant to this Section must submit a request in writing to the City's Human Resources Director or designee. The Human Resources Director or designee shall provide notification to the Association of the employee's election within seven (7) days of the City's receipt.
- 6.07 At the time of hire, the City will notify all newly hired employees within the PSA that an agency shop agreement is in effect. Within ten (10) days of each new hire in PSA, the City will notify PSA of the new hire, providing PSA with the employee's name,

classification, and date of hire. Within thirty (30) days of execution of this Agreement (or within thirty (30) days of hire for employees hired after the execution of this Agreement), covered employees will execute written authorization for either Association dues deductions, Agency Fee, or, if eligible, the charitable contribution. In the absence of written authorization, the employee will be deemed an Agency Fee payer and City will deduct the Agency Fee from the employee's paycheck pursuant to this Agreement.

- 6.08 The Association will keep an adequate itemized record of its financial transactions and shall provide annually to the City and to employees in classifications represented by the Association, within sixty (60) days after the end of its fiscal year, a detailed financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant, as provided in Government Code section 3502.5(f).
- 6.09 Notice of Objection to Union Expenditures: The Association shall provide an annual written notice to each employee in a classification represented by the Association who is required to pay the Agency Fee. The notice shall include:
- a. The amount of the Association dues (if applicable) and the Agency Fee; and
 - b. The percentage of the Agency Fee amount that is attributable to chargeable expenditures and the basis for this calculation. Any employee who is required to pay an Agency Fee may object to the payment of an Agency Fee amount that includes non-chargeable expenditures, and challenge the calculation of the non-chargeable expenditures. An Agency Fee objection must be filed with the Association within thirty (30) days following distribution of the annual written notice.
- 6.10 The City and the Association may agree upon a process for the collection and remittance of voluntary dues deductions from represented employees that are in addition to those specified in this Agreement.
- 6.11 Rescission of Agency Shop Agreement / Agency Fee: Pursuant to Government Code Section 3502.5, following implementation, this Agreement (including the Agency Shop) may be rescinded by a majority of all votes cast by the employees in the bargaining unit. Rescission will be subject to all of the following conditions:
- a. A request for such a vote must be supported by a petition, filed with the City's Human Resources Director or designee, containing the signatures of at least thirty (30) percent of the employees in the bargaining unit;
 - b. The vote is by secret ballot; and
 - c. The vote may be taken at any time during the term of the effective MOU Agreement, but, in no event, shall there be more than one (1) vote taken during such term.

6.12 Indemnification, Defense, and Hold Harmless:

- a. The Association shall indemnify, defend, and hold the City harmless against any and all suits, claims, demands and any other liabilities that may arise out of or by reason of any action that shall be taken or not taken by the City in connection with the City's interpretation, application, administration, or enforcement of any section in this Agency Shop Agreement pertaining to Agency Fees.
- b. If, through inadvertence or error, the City fails to make the authorized deduction, or any part thereof, the City shall assume no responsibility to correct such omission or error retroactively. It is expressly understood and agreed that the Association will refund to the employee any Association dues deductions (if applicable) and/or Agency Fee erroneously withheld from an employee's wages by the City and paid to the Association. In the event the Association fails to refund the dues deductions (if applicable) or Agency Fee erroneously withheld within a reasonable period of time following notification, the City will make such refund and deduct the amount from the amount due to the Association.

6.13 The City and the Association have reached an agreement on the above terms in response to the Association's request for an agency fee agreement. By executing this agreement, the City and PSA expressly acknowledge and represent that they have fully met and conferred over all matters covered in this Agreement. This Agreement shall not be effective unless and until executed by both parties. This Agreement shall be incorporated into the current MOU Agreement, or if no current MOU Agreement exists, shall be incorporated into the next agreed-upon MOU Agreement.

SECTION 7 - COMPUTER LOAN PROGRAM

7.01 The City shall provide a computer loan program for bargaining unit members consistent with the existing policy applicable to the Teamsters and RBCEA bargaining units. There is no cap on the amount of money available for this program.

FOR THE ASSOCIATION:

Joyce Rooney, President

Renate Bryant, First Vice President

Robert Norman, Second Vice President

FOR THE CITY:

Steven Aspel, Mayor

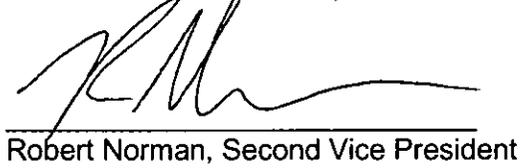
APPROVED AS TO FORM:

Michael Webb, City Attorney

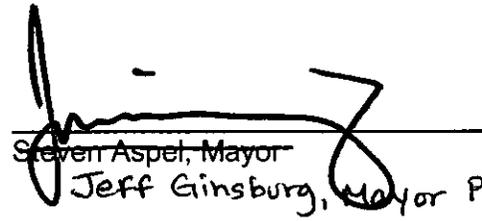
FOR THE ASSOCIATION:


Joyce Rooney, President


Renate Bryant, First Vice President


Robert Norman, Second Vice President

FOR THE CITY:


Steven Aspet, Mayor
Jeff Ginsburg, Mayor Pro Tem

APPROVED AS TO FORM:


Michael Webb, City Attorney

ATTEST:


ELEANOR MANZANO, CITY CLERK



EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Effective with the beginning of the pay period including July 1, 2015, the monthly base salary ranges for employees in the Professional and Supervisory Unit shall be set forth as follows:

CLASS TITLE	MONTHLY BASE SALARY RANGES
Principal Civil Engineer	8111 - 10534
Deputy Public Works Director (U)	7725 - 10032
Capital Projects Program Manager	7287 - 9462
Civil Engineer	7287 - 9462
Senior Plan Check Engineer	7287 - 9462
Transportation Engineer	7287 - 9462
Planning Manager	7287 - 9462
Associate Civil Engineer	6805 - 8801
Support Services Manager (U)	6805 - 8801
Deputy City Treasurer (U)	6805 - 8801
Economic Development Manager	6805 - 8801
Information Technology Operations Supervisor	6805 - 8801
Plan Check Engineer	6805 - 8801
Hazardous Materials Specialist (U)	6661 - 8622
Fire Prevention Hazardous Materials Specialist (U)	6661 - 8622
Capital Projects Construction Manager (U)	6630 - 8567
Program Manager – WIA & CDBG (U)	6630 - 8567
Public Works Manager/Building Facilities	6630 - 8567
Public Works Manager/Parks and Urban Forestry	6630 - 8567
Public Works Manager/Streets-Sewers and Pier-Harbor	6630 - 8567
Public Works Superintendent (U)	6630 - 8567
Cultural Arts Manager	6630 - 8567
Recreation and Youth Services Manager (U)	6630 - 8567
Business Systems Analyst	6473 - 8364
Senior Planner	6473 - 8364
Transit Operations and Transportation Facilities Manager (U)	6473 - 8364
Chief Deputy City Clerk	6473 - 8364
Building Regulations Manager	6382 - 8249
Harbor Facilities Manager (U)	6382 - 8249
Housing Manager	6382 - 8249
Recreation Facilities Manager (U)	6382 - 8249
Associate Planner	6189 - 7993
Public Safety Communications Manager (U)	6189 - 7993
Facilities Maintenance Manager (U)	6189 - 7993
Grants Financial Administrator (U)	6189 - 7993
Law Office Manager	6189 - 7993
Litigation Paralegal	6189 - 7993
Information Technology Analyst	6189 - 7993

Note: The letter (U) denotes a position in the Unclassified Service.

EXHIBIT A - Pay Plan for the Professional and Supervisory Unit

Effective with the beginning of the pay period including July 1, 2015, the monthly base salary ranges for employees in the Professional and Supervisory Unit shall be set forth as follows:

CLASS TITLE	MONTHLY BASE SALARY RANGES
Municipal Enforcement Manager	5928 - 7656
Senior Management Analyst	5928 - 7656
Community Program Manager	5928 - 7656
Police Records Manager	5928 - 7656
Harbor Projects Analyst	5834 - 7541
Harbor Properties Associate	5834 - 7541
Information Systems Specialist	5606 - 7290
Administrative Analyst	5552 - 7163
Economic Development Associate (U)	5552 - 7163
Public Works Maintenance Supervisor	5552 - 7163
Rehabilitation Inspector/Estimator (U)	5552 - 7163
Records Management Supervisor (U)	5552 - 7163
Senior Librarian	5552 - 7163
Crime Analyst	5552 - 7163
Assistant Civil Engineer	5366 - 6932
Assistant Planner	5366 - 6932
Communications Supervisor	5366 - 6932
Community Resources Supervisor	5366 - 6932
Fire Prevention Officer	5366 - 6932
Fire Prevention Plan Checker	5366 - 6932
Plans Examiner	5366 - 6932
Technical Theater Supervisor	5366 - 6932
Recreation Supervisor	5366 - 6932
Municipal Services Supervisor	5366 - 6932
Planning Analyst	5366 - 6932
Municipal Enforcement Supervisor	4873 - 6292
Computer & Telecommunications Specialist	4873 - 6292
Intake Supervisor (U)	4873 - 6292
Librarian	4873 - 6292
Analyst	4798 - 5840
Executive Assistant	4798 - 5840
Legal Secretary	4798 - 5840
Library Circulation Supervisor	4798 - 5840
Printing & Graphics Supervisor	4798 - 5840
Housing Supervisor	4798 - 5840

Note: The letter (U) denotes a position in the Unclassified Service.