

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

**THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL &
MEDICAL EMPLOYEES, UNION LOCAL 911**



July 1, 2015 – June 30, 2016

Per Resolution No. CC-1507-056

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH AND THE CALIFORNIA
TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911



Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, 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 California Teamsters Public, Professional and Medical Employees Union, Local 911 (hereinafter the “Union”) and except as otherwise specifically provided herein shall apply only to those employees who are employed full-time and are appointed to full-time classes of positions included in the Service Maintenance and Crafts Bargaining Unit.

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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. **BASE RATE OF PAY:** Shall mean the hourly rate of pay as defined in Steps A through G in the salary schedule.
 - 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. **DAYS:** Shall mean calendar days except where working days are expressly specified.
 - E. **EMPLOYEE:** Shall mean persons who serve full-time and are appointed to full-time classes of positions in the Service-Maintenance and Crafts Bargaining Unit.
 - F. **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.
 - G. **FISCAL YEAR:** Shall mean the 12 month period from July 1st through June 30th.
 - H. **INCIDENT:** Shall mean for purposes of determining sick leave use, any sick leave taken as time-off from work in connection with an illness or injury that is separated from other sick leave taken as time-off by the employee's return to work.
 - I. **MOU:** Shall mean memorandum of understanding.
 - J. **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.
 - K. **RETIREE:** Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
 - L. **SERIOUS INJURY OR ILLNESS:** Shall mean as related to Article V, Section 3.03, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.
 - M. **UNION or TEAMSTERS:** Shall mean the California Teamsters Public, Professional & Medical Employees Union Local 911.
 - N. **WORK FURLOUGH or FURLOUGH TIME OFF:** One or more hours of required unpaid leave taken on a consecutive or intermittent basis.

O. WORK PERIOD: Shall mean for purposes of calculating overtime compensation, seven consecutive, regularly recurring, 24-hour periods equal to 168 hours.

P. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

ARTICLE II. RECOGNITION

SECTION 1 - RECOGNITION

1.01 The City recognizes the Union as the exclusively recognized employee organization for employees in the Service, Maintenance and Crafts Bargaining Unit consisting of the following functions and classes:

BUILDING MAINTENANCE: Building Maintenance Leadworker, Building Maintenance Worker, Carpenter, Maintenance Worker I, Maintenance Worker II, Storekeeper.

ELECTRICAL SERVICES: Electrician, Electrician Leadworker.

FLEET SERVICES: Equipment Service Worker, Fire Equipment Mechanic, Fleet Leadworker, Mechanic, Senior Mechanic.

PARKS MAINTENANCE: Building Maintenance Leadworker, Building Maintenance Worker, Maintenance Worker II, Park Caretaker, Parks Equipment Operator, Parks Maintenance Leadworker, Pesticide Applicator, Senior Park Caretaker, Senior Tree Trimmer, Tree Trimmer, Irrigation Technician.

PIER MAINTENANCE: Building Maintenance Leadworker, Building Maintenance Worker (Maintenance Worker I), Pier Maintenance Leadworker.

SEWER MAINTENANCE: Equipment Operator, Maintenance Worker I, Maintenance Worker II, Pump Station Operator, Sewer Maintenance Leadworker, Truck Driver.

STREET MAINTENANCE: Equipment Operator, Maintenance Worker I, Maintenance Worker II, Streets Leadworker, Truck Driver.

STREET SWEEPING: Equipment Operator.

TRAFFIC SIGNS: Traffic Painter Leadworker, Traffic Painter.

1.02 The Union 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 Union as the exclusively recognized employee organization for the job classes set forth in Article II, Section 1.01 of this MOU.

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 – MERIT PAY

- 2.01 The merit plan shall consist of four annual pay rates (Performance Pay Steps A through D). Advancement from one pay rate to another shall be based on satisfactory job performance.

SECTION 3 – PAY AFTER PROMOTION

- 3.01 The base pay rate (Performance Pay Steps A through D) following promotion shall be established within the base pay range in the higher class that provides at least a 5% increase over the pre-promotion base pay rate.

SECTION 4 – LONGEVITY BONUS PAY

- 4.01 Employees hired prior to September 8, 1978 shall become eligible for longevity bonus pay (Longevity Pay Steps E, F, G) at 7, 14, and 21 years of continuous service with the City. 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 rate (merit or longevity) increase shall be the beginning of the pay period following the anniversary date of change. Such effective date shall not alter the original anniversary date.

SECTION 6 – PAY DAY

- 6.01 Pay day is every other Friday. All employees hired after July 1, 2007 shall be required to receive their pay through the City's direct deposit pay system.

SECTION 7 – COMPENSATORY TIME-OFF (CTO)

- 7.01 Compensation earned for overtime hours worked may be granted in either compensatory time-off (CTO) or in overtime pay at the option of the employee. Said compensatory time shall accrue at the rate of time and one-half to a maximum amount, not to exceed 80 hours. An employee desiring to use earned CTO must first obtain Department Director approval prior to taking said time off. Such approval shall not be unreasonably withheld. Overtime hours worked in excess of 80 hours CTO shall be paid off in the pay period earned.

- 7.02 All unused accumulated CTO shall be paid off at the end of the fiscal year unless the employee requests by May 31 of any year that up to 50% of their remaining CTO bank be rolled over to the next fiscal year. At no time, with or without an employee election to rollover, shall the employee's CTO bank exceed 80 hours.

SECTION 8 – OVERTIME PAY

- 8.01 All work in excess of an employee's regularly scheduled work day or in excess of 40 straight-time hours per work period shall be considered overtime.
- 8.02 Scheduled overtime will be distributed as equally as possible among employees who are qualified and available to perform the available work. The employees' qualifications will be determined by the Department Director, or the designee of the Department Director.
- 8.03 The Department Director, or the designee of the Department Director, and a Steward designated by the Union, shall keep a list of all employees showing overtime worked and overtime offered, if not worked, on a monthly basis. Emergency call-back overtime and job continuation overtime will not be considered as scheduled overtime. Provided, however, that the City shall make a reasonable effort to distribute such overtime on an equitable basis while giving proper consideration to protecting the public safety and ensuring the efficient delivery of services.

SECTION 9 – ACTING STATUS PAY

- 9.01 Acting status shall be defined as working out of class for a minimum duration of one week in any given fiscal year. An employee appointed to acting status shall assume all of the duties and responsibilities of the position.
- 9.02 An employee appointed to acting status shall be paid at the rate of 5% over the employee's regular rate of pay.
- 9.03 To qualify for acting status pay for the performance of duties in a higher class, an employee must be assigned to the higher class by his/her Department Director, or the designee of the Department Director, and the City Manager or his/her designee on an approved personnel transaction form.
- 9.04 Eligibility for acting status assignments may be established by a promotional examination list, other selection and evaluation procedures normally used for promotion, seniority, or at the discretion of the Department Director or his/her designee.

SECTION 10 – NON-AVAILABILITY OF WORK BONUS PAY

- 10.01 An employee reporting for work at their regular starting time and place on a scheduled work day, who is not given three hours advance notice not to report where no work is available, shall be paid for a minimum of eight hours at their regular straight time hourly rate of pay.

SECTION 11 – CALL-BACK PAY

- 11.01 When an employee is called back to work after having completed a scheduled shift and has left the premises of the City, if the employee returns to work, he/she shall be paid for a minimum of two hours at the applicable overtime rate including other special pay, if any.
- 11.02 When an employee is called back to work between the hours of midnight and 4:00 a.m. if the employee returns to work, he/she shall be paid for a minimum of four hours at the applicable overtime rate excluding other special pay, if any.

SECTION 12 – STANDBY PAY

- 12.01 Employees on the Sewer Maintenance Crew, Electrical Services Crew, Building Maintenance Crew, Street Maintenance Crew, Fleet Maintenance Crew or Parks Maintenance Crew may be assigned, at the discretion of the Department Director, or the designee of the Department Director, to standby duty. Standby duty shall be assigned to no more than one employee at a time per Department Division for a period of seven calendar days. Those employees assigned to standby duty shall be required to answer any call for service and to report for work fit-for-duty within one hour of being called. Those employees assigned to standby who comply with the above conditions shall receive standby pay of \$200 per week.
- 12.02 Employees receiving Standby Pay are not eligible for the provisions contained in Section 11.02 above.
- 12.03 Employees assigned to standby duty on a City-paid holiday, as defined in Article VI, Section 1, shall receive a standby duty bonus of \$50 in addition to the standby duty pay outlined in Section 12.01 above.

SECTION 13 – NON-UTILIZATION OF SICK LEAVE PAY

- 13.01 The City shall pay a special payment of \$300 to each employee hired on or after December 14, 1981, who does not use any sick leave during the previous 12 month fiscal year. Provided, however, that an employee may use sick leave to have up to three pre-approved doctors' visits that do not exceed an aggregate total of eight hours per fiscal year that shall not be considered as "sick leave use" for the purpose of determining eligibility for the bonus provided 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 receive this bonus in their final paycheck.

SECTION 14 – ASSIGNED BONUS PAY

- 14.01 The City shall pay a bonus of \$100 per pay period for one employee at a time, temporarily assigned to perform the duties of Irrigation Technician.

- 14.02 The City shall pay a bonus of \$75 per pay period to the Senior Park Caretaker regularly assigned, at the discretion of the City, the duties of Pesticide Applicator-Advisor.
- 14.03 Effective July 7, 2007, the City shall pay a certification bonus of 5% of the base hourly rate of pay for employees who are assigned as Arborist/Forester and maintain the required certification.
- 14.04 Effective July 7, 2007, the City shall pay a bonus of 9% of the base hourly rate of pay to the employee who holds the classification of Public Services Lead Worker and is assigned to the Sewer Division.
- 14.05 Effective December 27, 2014, the City shall pay a bonus of 2.5% of the base hourly rate of pay for up to twelve employees – who are not required to have a Class A license as part of their minimum job qualifications – annually assigned to maintain a Class A or Class B California driver’s license from the available classifications within the Department at the discretion of the Department Head or his/her designee.

SECTION 15 – TOOL ALLOWANCE

- 15.01 Employees appointed to the classes of Fire Equipment Mechanic, Mechanic, and Senior Mechanic will receive a tool allowance of \$500 per fiscal year. Further, it is agreed that employees appointed to the class of Electrician or Electrician Leadworker will receive a tool allowance of \$200 per fiscal year. Tool allowances will be paid upon submission of satisfactory proof of purchase to the Department Director, or the designee of the Department Director.

SECTION 16 – BOOT ALLOWANCE

- 16.01 The City shall provide a boot allowance of \$350 per fiscal year for an employee required to wear safety shoes, to purchase required safety shoes. In accordance with the City’s Administrative Policy and Procedures Manual, an employee may, at his or her option, receive a City voucher to be used only at designated vendors, or may purchase appropriate shoes from any vendor and be reimbursed for the purchase up to the maximum allowance.
- 16.02 For the positions designated by the Department Director, due to extreme wear, an additional pair of boots or shoes may be provided in a fiscal year.

SECTION 17 – TUITION REIMBURSEMENT, PROFESSIONAL DEVELOPMENT AND TRAINING

- 17.01 Each employee shall be eligible, upon request, to receive up to a maximum of \$1,500 per year, up to a maximum of \$15,000 total for all employees covered by this MOU, for tuition reimbursement, professional development and training. This applies to conferences, certifications, technical training, courses and training programs that are job related, and

includes courses, exams or fees required to obtain job-related licenses. Requests for reimbursement must be approved in advance by the Department Director and the Human Resources designee for payment. 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.)

Employees shall not be paid salary for attending such courses. This provision is separate from training required and provided by the City. An employee attending required training shall be paid his or her regular salary for training during the employee's scheduled work hours, or overtime for training on the employee's scheduled day(s) off.

ARTICLE IV. INSURANCE BENEFITS

SECTION 1 – MEDICAL BENEFITS

- 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
\$571	\$1,003	\$1274

- 1.02 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), per month, 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 IV, Insurance Benefits, Section 1.01. Employees may only opt out of insurance benefits and receive the 50% benefit if they provide proof to the City of alternative insurance coverage.
- 1.04 During the term of this agreement, the City agrees to meet and confer with the Union in advance of any modifications that result in a reduction in health insurance benefits.
- 1.05 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, and provide this benefit to only those employees who retire with a minimum of 20 years of full-time public service at the time of termination from the City. For an employee who qualifies for the retiree benefit, and chooses to enroll in the HMO medical plan, the City shall pay \$506.34 per month toward the cost of the medical plan for the employee and his or her spouse's HMO premium. The City shall increase the benefit amount annually equal to the percentage increase in the HMO medical plan premium for a retired employee and his or her spouse.

- 1.06 For all employees hired after September 1, 1994, the benefit provided in Section 1.05 shall apply only to those employees who retire, except for good cause, and begin drawing pension benefits from a retirement system provided by the City with a minimum of 20 years of full-time paid service for the City of Redondo Beach at the time of termination.
- 1.07 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 1.07 only. 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 available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
 - 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 available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
 - 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 available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
 - 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 available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees.

The contributions provided for in this Section 1.07 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 1.07 shall only be offered through the City 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 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.
- 1.08 The contribution by the City to the medical insurance premium for retirees under either Section 1.05, 1.06, or 1.07 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.
- 1.09 During the term of this agreement and under the present terms and conditions of the MOU, should the Union request a reopener, the Union may also negotiate the cost of spousal retiree health insurance premiums.

SECTION 2 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PLAN

- 2.01 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 done 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.
- 2.02 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 CalPERS in the amount of 7% of reportable salary.
- 2.03 Employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the 7% employee contribution required by CalPERS. 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.
- 2.04 Tier I Miscellaneous Member Benefits

The City shall provide the 2% at 55 retirement formula to all employees participating in the Tier I Miscellaneous Member benefit plan. In addition, the following optional contract provisions shall be available to employees participating in the Tier I Miscellaneous Member benefit plan:

- a. One-Year Final Compensation (Section 20042 of the California Government Code).
- b. Military Service Credited as Public Service (Section 21024 of the California Government Code).
- c. Unused Sick Leave Credit (Section 20965 of the California Government Code).
- d. Post-Retirement Survivor Allowance (California Government Code Sections 21624 and 21626).
- e. Pre-Retirement Death Benefit - The City agrees to amend its PERS contract to add Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548) as a benefit for unit employees.

The PERS optional benefits provided in this Section 2.04 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.

2.05 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 2% 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.

2.06 Tier II Miscellaneous Member Benefits

The City shall provide the 2% at 60 retirement formula to all employees participating in Tier II Miscellaneous Member benefit plan. In addition, the following optional contract provisions shall be available to employees participating in the Tier II Miscellaneous Member benefit plan:

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

Except as expressly provided in this Section 2.06, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

2.07 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 2.07, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit plan.

SECTION 3 – SICK LEAVE CREDIT FOR RETIREMENT

3.01 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 the California Public Employment Retirement Law.

3.02 For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the California Public Employment Retirement Law), 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.

ARTICLE V. SICK LEAVE BENEFITS

SECTION 1 – SICK LEAVE POLICY

1.01 Sick leave shall be considered as a form of insurance intended to provide income continuation during periods of, (a) non-occupational illness, maternity or injury, (b) for medical and dental appointments, (c) as a supplement to temporary disability benefits

during periods of occupational illness or injury, and (d) illness within the family as herein otherwise provided in this MOU. Employees shall not be entitled to sick leave while absent from duty on account of illness or injury incurred while in the employ of an employer other than the City. Employees shall have no vested interest in any accrued sick leave for any purpose.

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 2080 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks.
- 2.02 Employees with an initial employment date prior to July 1, 1977, shall be allocated a maximum of 4160 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks; provided, however, that employees with 20 years or more of City service as of July 1, 1987, shall be allocated a maximum of 5200 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks.
- 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 day of sick leave shall be subtracted from an employee's accumulated sick leave for every day of temporary disability.

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

- 3.01 Employees who were hired on or after December 14, 1981, shall accrue up to 88 hours of sick leave per year that shall be credited at a rate of 7.33 hours per month for each month of continuous full-time employment with the City.
- 3.02 The maximum number of sick leave hours that an employee shall be eligible to accrue shall be limited to 2,080 hours.
- 3.03 Employees who accrue sick leave pursuant to this Section who suffer a serious illness or injury may utilize a long term disability sick leave bank of 2,080 hours of non-replenishable 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.
- 3.04 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.

SECTION 4 – SICK LEAVE VERIFICATION

- 4.01 The Department Director, or the designee of the Department Director, may at their discretion require written verification from a physician of an illness or injury.

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 21025.2 of the Government Code as it now exists or may hereafter be amended.

ARTICLE VI. HOLIDAYS, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 – HOLIDAYS

- 1.01 The following 12 dates shall be recognized as holidays: New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Except for employees described in section 1.04 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 Friday preceding shall be observed as a holiday. If a holiday falls on a Sunday, the Monday following 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. Former Union employees, who are no longer employed for any reason within one of the Union classifications as of the date that the MOU is fully executed, shall not be eligible for retroactive payments.
- 1.04 In lieu of receiving holiday leave, employees assigned to work on a holiday listed in section 1.01 above, shall receive premium pay at the rate of time and one-half for hours actually worked.
- 1.05 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 – VACATION

2.01 Vacation leave accrual rates for employees shall be as follows:

Years of Service Completed	Annual Accrual Rate	Accrual Limit
1 through 5	13 days = 104 hours	208 hours
6 through 14	17 days = 136 hours	272 hours
15 or more	22 days = 176 hours	352 hours

- 2.02 Vacation with pay shall be scheduled for use within one year of accrual. Exceptions to this policy shall be granted only upon the approval of the City Manager. To expedite this program, vacation leave shall be accrued monthly.
- 2.03 Employees may only accrue vacation earned in the prior two years of employment. For example, if an employee is entitled to three weeks of vacation per year, the maximum accrual is six weeks. It is the City's policy that vacation shall be used annually. Should any employee not use vacation, accrual will cease as set forth above until vacation is used to bring it below the accrual limit. At no time will any City employees be entitled to accrue more vacation than that earned in a two year period.
- 2.04 Department Directors will not unreasonably deny employees use of accrued vacation leave subject to the operational needs of the department.
- 2.05 The City Manager may authorize an employee to accumulate vacation in excess of allowed maximum accrual if the employee has planned an approved extended vacation during the next fiscal year and requests such authorization in writing. The City Manager's response shall also be in writing.
- 2.06 Employees have the option to elect to cash out up to 40 hours of vacation leave per fiscal year.

SECTION 3 – LEAVES OF ABSENCE

- 3.01 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 the Human Resources Designee. 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 4 – FAMILY SICK LEAVE

- 4.01 Employees who accrue sick leave pursuant to Article V Sections 2-2.01 or 3-3.01, may use up to a maximum of 48 hours of accrued sick leave or sick leave from the long-term disability sick leave bank in any one fiscal year for child care, senior care, and/or for Emergency Family Sick Leave. The reference to "life threatening" as applied to labor and delivery under current administrative practice shall be eliminated; provided, however, that all other administrative procedures and controls shall remain in full-force and effect. The City will offer paid sick leave consistent with the requirements of AB 1522.
- 4.02 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).
- 4.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, grandparent, grandchild, spouse, registered domestic partner, child, step-child or legal dependent.

SECTION 5 – FAMILY MEDICAL LEAVE ACT

- 5.01 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 § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
- 5.02 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.
- 5.03 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 Federal leave regulations.

SECTION 6 – DONATION OF LEAVE POLICY

- 6.01 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.
- 6.02 Upon request of an employee and upon approval of the department head and the Human Resources Department, accrued vacation 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.
- 6.03 The following rules apply when donations of time occur:
- A. Vacation time may be transferred by regular employees.
 - B. The time will be converted from the vacation time 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 Personnel, 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.

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

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, mother-in-law, father-in-law, step-father, step-mother, grandparent, grandchild, child, step-child, spouse, registered domestic partner, legal dependent, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

ARTICLE VII. UNION BUSINESS

SECTION 1 – UNION BUSINESS

- 1.01 The Union shall have an aggregate total of 120 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 Union 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 Union.
- 1.02 The Union shall provide reasonable advanced written notice to the Department Director, or the designee of the 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 section does not include the time granted to Union 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 shall be compensated on a straight time basis. Meetings outside of regular scheduled working hours shall not be compensated.

ARTICLE VIII. GRIEVANCE PROCEDURE

SECTION 1 – PROCEDURE

- 1.01 A grievance shall be defined as an allegation by an employee or the Union 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/her immediate supervisor. The employee waives the right to proceed with the grievance if he/she does not initiate the procedure by this deadline. The supervisor shall make a decision and present his/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/her immediate supervisor, he/she shall present the grievance, in writing, to his/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/she does not act by this deadline. Within five working days, the Department Director, or the designee of the Department Director, shall present his/her decision, in writing, to the employee with copies to the Assistant City Manager.

1.04 Step Three – City Manager

If the employee is not satisfied with the decision of the Department Director, he/she shall present the grievance, in writing, to the City Manager within five working days of the decision of the employee's Department Director. The employee waives the right to proceed with the grievance if he/she does not act by this deadline. Within 10 working days, the City Manager, or his/her designee shall provide his/her decision, in writing, to the employee.

1.05 Step Four – Grievance Mediation

If the employee is not satisfied with the decision of the City Manager, he/she shall request in writing to the Human Resources Director the grievance be submitted to mediation. Upon mutual agreement, within five working days of receiving such request for mediation, the Human Resources Director, or his/her designee shall contact the California State Mediation and Conciliation Service, requesting a mediation session to attempt to resolve the grievance.

1.06 Step Five – Binding Arbitration

A. A grievance unresolved by mediation, or not resolved to the satisfaction of the Union, may be submitted to final and binding arbitration by the Union by submitting a letter within 14 days to the City Manager requesting that the grievance be submitted to final and binding arbitration. The Union waives the right to proceed if the request is not submitted by this 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.

B. The arbitrators shall be selected from the following list:

1. Joe Gentile

2. Doug Collins
3. Fred Horowitz
4. John Kagel
5. Lou Zigman

The parties may mutually agree to an arbitrator on the list; otherwise the arbitrator shall be chosen by alternative striking until one name remains. The party who strikes the name first shall be chosen by lot.

- C. Costs of the arbitrator shall be shared equally, 50/50 by the City and the Union.
- D. 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 Union 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, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.
- E. 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 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/she shall refer the case to the City Manager without a decision or recommendation on the merits.
- F. 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.
- G. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE IX. MANAGEMENT RIGHTS

SECTION 1 – EXCLUSIVE CITY RIGHTS AND AUTHORITY

- 1.01 The City maintains the right to take action on all issues which are outside of the scope of bargaining, including 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 classes;
- 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 and 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, without any obligation to meet and confer however upon request of the union, the City agrees to meet and consult in regard to the impact of any change in work schedules or assignments;
- 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;

- R. Exercise complete control and discretion over its organization and the technology of performing its work; and
- S. Contract out, transfer, lease or convey work to any person or organization without meeting and conferring with the Union, even if this results in the layoff or reduction in work hours of employees.

ARTICLE X. 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, reorganization, or abandonment of activities. The City shall give such employees not less than 14 days advance notice of separation and the reason therefore. 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 the employee's current class.

SECTION 2 – BUMPING RIGHTS

- 2.01 An employee whose position is abolished shall be entitled to bump into a position in the same class in which he/she currently holds a permanent position provided there is an employee within that class with less seniority. In the event that an employee whose position is to be abolished cannot by virtue of seniority within his/her class bump another employee in that class, he/she shall bump into the next lower or lateral class within the job family in which the employee was working and held a permanent appointment immediately prior to the notification of layoff and in which there is an employee with less seniority in that class. After the City has notified the affected employee, if any, of his/her right to bump, he/she must notify the City Manager or his/her designee of his/her intent to exercise the bumping rights within five calendar days of that notification. If no response is received from the bumping employee within the above time period, said bump shall automatically occur. The employee with the least seniority in the then affected class shall be bumped. The employee bumped shall be considered as laid off for the same reason as the person who bumped him/her, and said employee shall be eligible to bump into a lower class within his/her job family as specified above provided a lower class exists within that job family. For the purpose of this section, seniority includes all periods of full-time permanent service within the City at or above the class level within a defined job family where layoff is to occur. 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.
- 2.02 A permanent employee in a single class job family shall only be entitled to bump back to the class in which he/she held a permanent appointment immediately prior to the position that he/she now holds and in which there is an employee with less seniority in the class. Said employee shall be entitled to only these bumping rights and no other bumping rights shall apply to said employee.

- 2.03 An employee appointed to a class in another bargaining unit other than the Service-Maintenance and Crafts Bargaining Unit may only exercise bumping rights into the specific class in which he/she last held a permanent appointment.
- 2.04 An employee who bumps into a lower class shall be assigned a pay rate in the pay range for the lower class that is equal to his/her previous pay rate, or the pay rate in the pay range that represents the least pay reduction from his/her previous pay rate, but in no event shall the pay rate in the lower class exceed his/her previous pay rate.
- 2.05 It is the City's intention to avoid layoffs. A layoff shall only occur if there are bona fide economic reasons or if there is a legitimate business reason for reorganization. In such circumstances, the City shall provide the affected employee with a minimum of 14 days advance notice.

SECTION 3 – RE-EMPLOYMENT RIGHTS

- 3.01 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 re-employed, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for one year.
- 3.02 In the event that an employee on the re-employment list is offered a position in the class from which he/she was laid off and does not accept said position, then his/her name shall be removed from the re-employment list.
- 3.03 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.

SECTION 4 – EFFECTS OF LAYOFF

- 4.01 The City and the Union agree to meet 25 days prior to the effective date of layoff to discuss the effects of the layoff.

ARTICLE XI. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – RESTROOMS AND REST PERIODS

- 1.01 Restroom facilities shall comply with requirements under applicable regulations or laws. Any employee working more than six hours on shift shall receive two 15 minute uninterrupted rest periods during such shift, or one 30 minute uninterrupted rest period during the shift. The first rest period shall be given in the first half of the shift and the second period during the second half of the shift. If a 30 minute rest period is given, it shall be approximately midway between the start of the shift and the meal period.

1.02 An employee working more than two hours and not more than six hours on a shift shall receive one 15 minute uninterrupted rest period. This shall be given during the first four hours of the shift.

1.03 Insofar as practical, rest periods shall be in the middle of each work shift.

SECTION 2 – DUES DEDUCTION

2.01 The City shall deduct from each employee's paycheck the Union dues authorized in writing by the employee and remit to the Union such amount within the week following pay day.

SECTION 3 – AGENCY SHOP

3.01 Legislative Authority - The City of Redondo Beach (City) and Teamsters Local 911, Redondo Beach Service Maintenance & Crafts Bargaining Unit (Union) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held on November 15, 2001, a majority of the full time, regular employees in classifications represented by the Union 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 Union and pay Union 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.

3.02 Union Dues/Agency Fee Collection - Effective with the pay period beginning January 28, 2002, the Financial Services Department shall deduct union 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 union deduction shall not have a union dues or agency shop deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

3.03 New Hire Notification - Effective January 1, 2002, all new hires in the Redondo Beach Services Maintenance & Crafts Bargaining Unit 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 a copy of this agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Union 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 Union may request to meet with

new hires at a time and place mutually agreed upon between the Department Director and the Union.

3.04 Failure to Pay Dues/Fees - Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, 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 Union of all new hires, providing the Union the employee's name, classification and date of hire.

3.05 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 union shall not be required, as a condition of employment, to join the union and pay union 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 union dues or 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. United Way
2. Boys and Girls Club
3. Los Angeles Regional Food Bank

3.06 Records - On an annual basis, the Union shall provide the Financial Services Department a copy of the Union's certified financial report.

The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

3.07 Rescission of Agreement - The Agency Shop Agreement may be rescinded at any time during the term of the Memorandum of Understanding, majority vote of all 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 the California State Mediation and Conciliation and in accordance with State law.

3.08 Indemnification - The Union shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

SECTION 4 – PAYROLL DEDUCTION SYSTEM FOR UNION BENEFIT PROGRAMS

- 4.01 The City will permit the utilization of the existing single payroll deduction system to enable employees to contribute to a maximum of five individual Union benefit programs.
- 4.02 The Union shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action arising from these benefit programs.

SECTION 5 – PART-TIME EMPLOYEES

- 5.01 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. The City agrees that it shall not use part-time employees to reduce Union membership.

SECTION 6 – PROBATIONARY PERIOD

- 6.01 The probationary period for employees shall be 12 months. At the City's sole discretion, this probationary period may be extended as it deems necessary for a maximum of 90 work days instead of firing the subject employee. Employees who have been notified their probationary period has been extended shall also receive from the appointing authority the criteria to successfully pass their probation with the City.
- 6.02 To fully evaluate employees effectively, any employee absent from work for any reason, for more than 160 hours during their probationary period shall have their probationary period extended for the number of hours that equals the total hours absent 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 7 – WORK SCHEDULE

- 7.01 At the discretion of the City, all or some of the positions in the Non-Supervisory Blue Collar Unit may be assigned to a 9/80 or other alternative work schedule. The primary consideration in establishing schedule shall be meeting the needs of the City in providing service to the community.
- 7.02 The City shall determine the staffing levels, coverage needs and the assignment of individuals to particular shifts and/or days off.

SECTION 8 – UNIFORMS

- 8.01 The City agrees to provide and maintain seven clean uniforms for each employee required to wear a uniform.
- 8.02 The City shall provide up to six pairs of shorts to employees required to wear a uniform under the following conditions:

- a. An employee will be issued a pair of shorts (up to six) for each pair of long pants turned into the City and will be re-issued long pants for each pair of shorts turned into the City; and
- b. The Department Director shall designate the positions authorized to wear shorts with due consideration for safety issues.

SECTION 9 – INSPECTION PRIVILEGES

9.01 Authorized agents of the Union shall have access to the City facilities during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining if the terms and conditions of this MOU are being adhered to. Authorized agents of the Union shall provide reasonable advance notice to the Department Director and exercise of inspection privileges shall not disrupt work.

SECTION 10 – BULLETIN BOARDS

10.01 The Union may post notices on one bulletin board designated exclusively for such notices. Without the prior approval of the City Manager and/or Human Resources designee, no other bulletin boards shall be used to post Union notices.

SECTION 11 – LABOR-MANAGEMENT COMMITTEE

11.01 Representatives of the City and the Union shall meet on a regular basis to consider any mutually agreed upon matters. Mutually agreed upon matters shall include but not be limited to revising sick leave plans to develop a single comprehensive sick leave plan which applies to all Union members. Except as otherwise provided in this Section, consideration of these matters shall in no way constitute a waiver of any City or Union rights under federal law, State law, the Redondo Beach Municipal Code, or of the provisions of this MOU.

11.02 The intent of this Section is to provide the City and the Union 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 12 – RECRUITMENT FOR NON-SUPERVISORY BLUE COLLAR POSITIONS

12.01 To encourage employee development, leadership and mentoring opportunities, Leadworkers and/or Union stewards may be consulted or involved in the recruitment and selection of employees into the non-supervisory blue collar positions.

12.02 The City and the Union agree that such involvement must occur within the established processes for recruitment and selection, and that involvement or consultation is not intended to circumvent the City's Civil Service Rules, Municipal Code or the requirement for employment established by the Resolution of the City Council. It is further agreed that

this Section does not in any way limit or modify management's rights as described in Article IX of this MOU.

SECTION 13 – INSURANCE COMMITTEE

- 13.01 The City and the Union will be included in a labor-management committee that may convene to review the employee insurance plan(s), with regard to premium, benefit structure, and/or providers.
- 13.02 The committee will not have decision-making authority, nor shall the City and any of the employee organizations engage in meet and confer in such a setting, but the committee shall provide information and recommendations to the employees and the City Manager regarding the plan(s).

SECTION 14 – CITY LOAN PROGRAM FOR EMPLOYEE PURCHASE OF A PERSONAL COMPUTER

- 14.01 Employees wishing to purchase a personal 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 15 – WORKING TITLES

- 15.01 The class title of a position shall be used to designate such position in all budget estimates, payrolls, and other official records, documents, vouchers, and communications in connection with all personnel processes. For other purposes working titles may be used in lieu of the class titles.

SECTION 16 – OUTSIDE EMPLOYMENT

- 16.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return of services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Department Director. Failure to report outside employment shall be grounds for immediate discipline and/or termination.

Employees seeking permission to perform outside employment shall apply in writing to the Department Director and Human Resources for approval on the form provided by the City. Outside employment shall not be approved if there is an actual or potential conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City. If outside employment is initially approved, such approval for outside employment may be revoked, provided that the employee involved shall receive at least 14 calendar days advanced notice in writing of such revocation. Requests for outside employment must be submitted, and approved annually.

SECTION 17 – SAFETY

17.01 Employees shall perform assigned duties safely using the practices, means, methods, operations and processes prescribed in any law, occupational safety or health standard, safety order, or safety rule and regulation. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor or anonymously to the safety officer.

SECTION 18 – CONCERTED ACTIVITIES

18.01 During the life of this MOU, the Union will not cause, authorize, advise, or encourage any interruption of work or any other concerted activity. The term "interruption of work" shall include any work stoppage or strike including economic and unfair labor practice strikes.

SECTION 19 – SAVINGS CLAUSE

19.01 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, subsections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Union that this MOU shall stand notwithstanding the invalidity of any part. The terms found to be invalid or unconstitutional shall be subject to meeting and conferring.

SECTION 20 – WAIVER CLAUSE

20.01 Except as specifically provided for in this MOU, 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 the negotiations leading thereto, 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, and any rights in that respect are hereby expressly waived during the term of this MOU.

SECTION 21 – IMPLEMENTATION AND DURATION

21.01 This MOU shall be binding on the City and the Union when approved and adopted by the Mayor and City Council.

21.02 Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2015 and shall remain in full force and effect up to and including June 30, 2016.

21.03 The terms of this MOU shall supersede the terms of the MOU between the City and the Union, effective July 1, 2014 through June 30, 2015.

21.04 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 conditions of employment between the City and the Union. The matters within the scope of representation set forth in this MOU have been agreed to by both the City and the Union as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 22 – CONTRACT REOPENERS

- 22.01 Return-to-Work Policy – During the term of this agreement, the City and Teamsters agree to meet and confer to establish a Return to Work policy for employees who experience industrial or non-industrial illness or injury.
- 22.02 Drug and Alcohol Policy – During the term of this agreement, the City and Teamsters agree to meet and confer to establish a Drug and Alcohol Policy to include procedures for Reasonable Suspicion.
- 22.03 Update Civil Service Rules – During the term of this agreement, the City and Teamsters agree to meet and confer to update the Civil Service Rules.
- 22.04 Update Municipal Code – During the term of this agreement, the City and Teamsters agree to meet and confer to update the City of Redondo Beach Municipal Code Sections that pertain to the meet and confer process.
- 22.05 Update Employer-Employee Relations Resolution – During the term of this agreement, the City and Teamsters agree to meet and confer to update the City’s Employer-Employee Relations Resolution.
- 22.06 Grievance Process – During the term of this agreement, the City and Union agree to meet and confer on issues regarding the nature and scope of the grievance process.
- 22.07 Sick Leave Policy – During the term of this agreement, the City and Union agree to meet and confer on sick leave policy.
- 22.08 Nepotism Policy – During the term of this agreement, the City and Union agree to meet and confer regarding nepotism policies.
- 22.09 Changes to PERS Law – During the terms of this agreement, if there is a change to State law affecting the PERS provisions of this agreement.
- 22.10 Layoff/Seniority – During the term of this agreement, the City and Union agree to meet and confer regarding the layoff and seniority policy.
- 22.11 Acting Status – During the term of this agreement, the City and Union agree to meet and confer regarding acting status.

SECTION 23 – JOINT PAYROLL SYSTEMS COMMITTEE

- 23.01 The Union and the City will establish a joint payroll systems committee, comprised of representatives for the Union 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 TEAMSTERS:

FOR THE CITY:

Robert Rivera, Chief Steward

Steve Aspel, Mayor

Tony Martinez, Steward

Kenneth Kuriki, Steward

Jerry Galbez, Steward

Jose Ortega, Steward

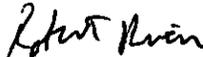
Approved as to Form:

Carlos Rubio, Business Representative

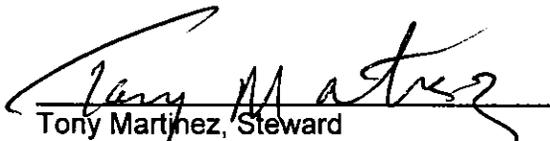
Michael Webb, City Attorney

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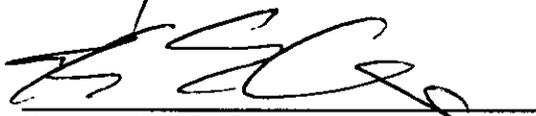
FOR THE TEAMSTERS:



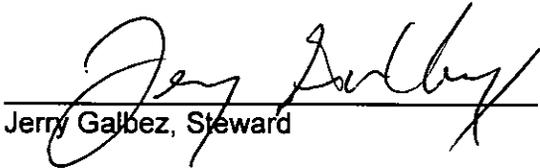
Robert Rivera, Chief Steward



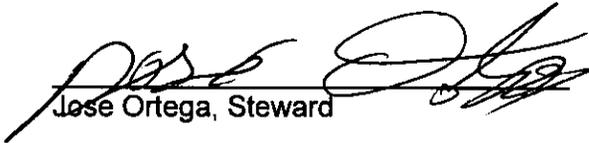
Tony Martinez, Steward



Kenneth Kuriki, Steward

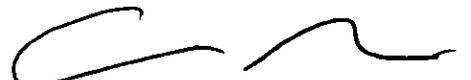


Jerry Galbez, Steward



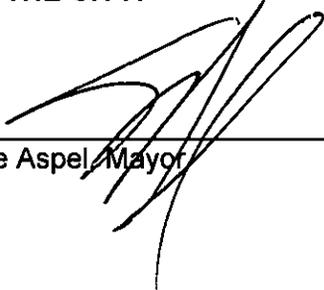
Jose Ortega, Steward

Approved as to Form:



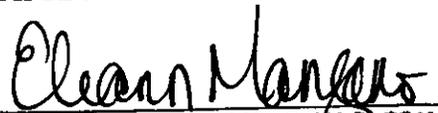
Carlos Rubio, Business Representative

FOR THE CITY:



Steve Aspel, Mayor

ATTEST:



ELEANOR MANZANO, CITY CLERK



Michael Webb, City Attorney

EXHIBIT A

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:

SERVICE-MAINTENANCE CLASS TITLES	PERFORMANCE PAY STEPS				LONGEVITY PAY STEPS		
	A	B	C	D	E	F	G
Electrician Leadworker	5232	5475	5734	5993			
Fleet Leadworker	5232	5475	5734	5993			
Electrician	4857	5124	5367	5618			
Building Maintenance Leadworker	4519	4713	4921	5162			
Park Maintenance Leadworker	4519	4713	4921	5162			5921*
Pier Maintenance Leadworker	4519	4713	4921	5162			
Public Services Leadworker	4519	4713	4921	5162			5921*
Senior Mechanic	4482	4679	4879	5123			
Irrigation Technician	4351	4542	4734	4945			
Mechanic	4130	4319	4519	4725			
Pump Station Operator	4079	4267	4494	4664			
Traffic Painter	4018	4201	4393	4594			
Painter	4018	4201	4393	4594			
Equipment Operator	3971	4139	4307	4496			5116*
Senior Park Caretaker	3886	4055	4228	4411			5037*
Building Maintenance Worker	3886	4055	4228	4411			
Maintenance Worker II	3669	3873	4038	4212			
Equipment Service Worker	3586	3791	3959	4130			
Park Caretaker	3538	3702	3859	4029			
Maintenance Worker I	3370	3513	3673	3839			

* Employee(s) in each of the classes identified above, hired before September 8, 1978, qualify for Longevity Pay Steps "F" or "G" per Article II, Section 3.01, of this current MOU.