



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Marcie Scott, Human Resources Director
Danielle L. Higdon, Senior Human Resources Analyst

DATE: August 1, 2006

SUBJECT: Consideration of a Resolution Adopting the Memorandum of Understanding (MOU) between the City of Manhattan Beach and the Manhattan Beach Miscellaneous Employees Represented by California Teamsters Local 911
ADOPT RESOLUTION NO. 6053

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 6053 adopting the Memorandum of Understanding (MOU) between the City of Manhattan Beach and the Teamsters Local 911. This bargaining unit consists of 50 classifications which includes staff in every City department, representing 125 budgeted positions.

FISCAL IMPLICATION:

The costs of the first year of the contract are estimated at \$279,799 and may be absorbed in the current fiscal year's budget without further adjustment. Future costs will be budgeted and they are estimated as follows: \$265,760 in the second year, \$315,238 in the third year, \$316,203 in the fourth year and \$621,246 in the fifth year.

BACKGROUND:

The Memorandum of Understanding between the City and Teamsters Local 911 expired June 30, 2006. The parties began meeting in May 2006 and have reached an agreement which was ratified by the members of the Teamsters Union on June 14, 2006. Attached is a copy of their new Memorandum of Understanding.

DISCUSSION:

The attached resolution reflects the agreed-upon changes with the following key components:

- This contract is effective from July 1, 2006 through June 30, 2011 for a 5 year contract term.
- Salary adjustments will be made as follows: 4% on pay period including 7/1/06, 4% on pay

period including 7/1/07, 3.5% on pay period including 7/1/08, 3.5% on pay period including 7/1/09, and 5% on pay period including 7/1/10. Additional one-time adjustments will be made for 4 classifications that are behind the market average in the first year of the contract.

- Implement a retiree medical program of \$250 per month contribution for City retirees with 15 years City of Manhattan Beach service effective 12/31/08. This benefit ends when the retiree qualifies for Medicare or reaches age 65.
- The City will begin reporting to CalPERS the value of the employer paid member contribution (EPMC) as compensation pursuant to California Government Code Section 20636(c) effective the pay period including July 1, 2010. Staff will return to the City Council with a separate resolution for implementation of the EPMC benefit at a later date.
- The City will amend CalPERS contract to provide for sick leave conversion to service time pursuant to Government Code Section 20965.
- The City will implement a bilingual pay program of \$100 per month for up to 6 employees certified as bilingual in Spanish.

Additionally, in order to help with succession planning, the classifications of Carpenter and Maintenance Worker IV are moving out of the bargaining unit and into non-exempt positions in the Management Confidential unit. They will be placed in Schedule 2 of the Management Confidential Salary Schedule.

CONCLUSION:

Staff is pleased to present a ratified Memorandum of Understanding between the City and the Teamsters Local 911 for the City Council's approval.

- Attachments:
- A. Teamsters MOU 2006 – 2011
 - B. Resolution No. 6053
 - C. Classification Plan – Management /Confidential

2006-2011

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MANHATTAN BEACH

AND

CALIFORNIA TEAMSTERS

LOCAL 911

CONTENTS

Article 1.	Preamble	1
Article 2.	Recognition and Effective Dates	1
Article 3	Constitutionality	1
Article 4	Implementation	1
Article 5.	Management's Rights Reserved.	1
Article 6.	Waiver of Bargaining.	2
Article 7.	Non Discrimination.	2
Article 8.	Gender	2
Article 9.	Salaries	3
Article 10.	Classification Changes.	3
Article 11.	Merit Step	4
Article 12.	Probationary Period	4
Article 13.	Transfer	4
Article 14.	Acting Pay.	4
Article 15.	Standby Pay	4
Article 16.	Daily Emergency Standby Pay	5
Article 17.	Call Out Pay and Policy	6
Article 18.	Bilingual Pay	6
Article 19.	Overtime/Compensatory Time.	7
Article 20.	Tool Allowance	8
Article 21.	Boot Allowance.	8
Article 22.	Uniforms	8
Article 23.	Tuition Reimbursement Program.	9
Article 24.	Jury Duty	9
Article 25.	Bereavement Leave	9
Article 26.	Police Department	10
Article 27.	Holiday/Personal Leave.	12
Article 28.	Vacation	13
Article 29.	Vacation Cash Out	14
Article 30.	Sick Leave.	14
Article 31.	Sick Leave Conversion	15
Article 32.	Catastrophic Leave	16
Article 33.	Health Insurance (medical, retiree medical, dental, vision, long and short term disability.	16
Article 34.	Retirement Medical Savings Plan.	17
Article 35.	Medicare/Social Security.	17
Article 36.	Injury On Duty.	17
Article 37.	Job Abandonment.	18
Article 38.	Retirement.	18
Article 39.	Grievance	18
Article 40.	Discipline.	20
Article 41.	Time Off For Grievance Processing	26
Article 42.	Work Stoppage Prohibition.	26
Article 43.	Agency Shop and Dues Deduction	27
Article 44.	Direct Deposit.	29
Article 45.	Garnishments.	29
Article 46.	Layoff Language	29
Article 47.	Part-time Employees	33
Article 48.	Labor Management Committee.	33

ARTICLE 1: PREAMBLE

This Memorandum of Understanding is prepared between representatives of the City Manager of the City of Manhattan Beach and the California Teamsters Local 911 in accordance with Section 2-11.08 of the Manhattan Beach Municipal Code. Full consideration has been given to salaries, employee benefits and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California and Section 2-11.10 of the Municipal Code of the City, said parties agree to this Memorandum of Understanding effective July 1, 2006.

ARTICLE 2: RECOGNITION AND EFFECTIVE DATES

This Memorandum of Understanding shall become effective July 1, 2006 and will continue in effect through June 30, 2011. Teamsters Local 911 shall be officially recognized as the exclusive representative of all eligible, full-time regular employees in the classifications listed in Exhibit A. This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

ARTICLE 3: CONSTITUTIONALITY

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 4: IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by the Teamsters Union. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its functions shall in no manner be impaired, subordinated, or negated by any provisions of this Agreement.

ARTICLE 5: MANAGEMENT'S RIGHTS RESERVED

The City need not meet with the representatives of any recognized employee organization to consider:

- (a) Issues of public policy;

- (b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
- (c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this Memorandum of Understanding has been completed. All terms and conditions of employment not covered by this Agreement which have been at the City's discretion and control shall continue to be subject to the City's discretion and control.

ARTICLE 6: WAIVER OF BARGAINING

The Parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement and constitute the entire agreement. Therefore, the Parties of this Agreement concur that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE 7: NON DISCRIMINATION

It is agreed that neither the Union nor the City shall discriminate against any employee because of race, religious creed, national origin, age, sex, disability, sexual orientation or union or non-union membership.

ARTICLE 8: GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 9: SALARIES

Employees will receive the following across the board wage adjustments:

Effective pay period including 7/1/06	4%
Effective pay period including 7/1/07	4%
Effective pay period including 7/1/08	3.5%
Effective pay period including 7/1/09	3.5%
Effective pay period including 7/1/10	5%

Compensation will be paid in accordance with the attached Exhibits A, B C, D, and E.

ARTICLE 10: CLASSIFICATION CHANGES

The parties discussed at length the best way to systematically approach classification and compensation issues and agreed to the following:

The classifications listed below are significantly distant from the market average and will receive adjustments as stated.

Classification	# of Incumbents	Adjustment effective pay period including 7/1/06
Executive Secretary	8	2%
Senior Deputy City Clerk	1	5%
Sr. Water Plant Operator	1	3%
Water Plant Operator	2	3%

Additionally, the City agrees to a classification study of the General Services Coordinator classification and a salary survey of the Purchasing Clerk Classification as soon as administratively possible upon adoption of the MOU by City Council.

The City agrees to a classification study of the Electrician classification beginning in July 2007.

ARTICLE 11: MERIT STEP

New employees hired at A Step may remain in that step for six months. After six months they can be evaluated and if the employee has demonstrated an above average performance, the supervisor shall recommend that the employee be advanced to AA Step, which shall be 5% above the A Step. Advancement on the AA Step shall not be automatic and will be based completely on merit and the employee's performance. Employees not advancing to the AA Step shall stay at the A Step for one year after which they are eligible for advancement to B Step. Employees hired above the A Step shall not be eligible for the merit step.

ARTICLE 12: PROBATIONARY PERIOD

All employees shall serve a probationary period of not less than one year. Promotional appointments shall serve a probationary period of not less than 6 months, except promotions at "Foreman" level and above shall not be less than one year. However, if the promotion is made while an employee is on probation, the probationary period shall be not less than one year. A probationary period may be extended up to an additional six months.

ARTICLE 13: TRANSFER

Employees desiring to be transferred from one position to another position in the same class or another class having essentially the same maximum salary limits, involving the performance of similar duties and requiring substantially the same basic qualifications may provide a written request to the Human Resources Office whereupon the Director will forward said request to the appropriate department head. Any transfer or request for transfer will be dealt with pursuant to the Civil Service Rules and Regulations of the City.

ARTICLE 14: ACTING PAY

The "acting pay program" provides that payment will be made at 5% above the employee's existing rate of pay beginning on the fifth consecutive working day in the acting position. Such acting pay is paid when an employee is designated by the Department Head to serve in a position above his own classification

ARTICLE 15: STANDBY PAY

Community Services Officers, Street Maintenance, Water and Wastewater Employees:

In those situations where an employee is in a designated "stand by" status and is to remain on call, the employee shall be compensated at a rate of \$200.00, effective the pay period including July 1, 2006 for each seven (7) day standby period. Effective the pay period including July 1, 2007, the amount of standby pay will increase to \$250.00

for each seven (7) day standby period. The standby week will be from Friday at 8:00 a.m. to the following Friday at 8:00 a.m. Standby time is not considered time worked. While on standby, if an employee is called to duty, the employee shall be credited a minimum of two (2) hours compensation. Employees assigned to standby on a City-recognized holiday as listed in the Holiday Article #26, shall receive an additional \$25 per day.

Each Department Director who determines that standby duty is necessary, shall designate the minimum standards qualifying an individual to perform a standby function and shall first seek “standby” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for standby duty, then the Department Director shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis.

Any employee designated to serve in a “standby” capacity may seek a substitution by another employee for the entire seven-day shift, by submitting such proposal three weeks in advance to their supervisor and such request is subject to the Division Manager approving the substitution. Employee emergencies may also be considered.

Employees on “standby” status shall be required, at all times, to carry a functioning pager and be able to respond to calls within 30 minutes of being paged. Standby employees may be provided with use of a city vehicle for travel based on individual circumstances. Employees are strongly encouraged to use a City vehicle to improve response time to the emergency site. In addition, employees are expected to maintain a “fit for duty” state of mental alertness and physical dexterity. Any employee on “light duty status” shall not be considered “fit for duty” nor eligible for standby.

The current Maintenance Worker II who is grandfathered into the Standby program for the purpose of meeting the 30-minute response time may continue to participate in the program. However, if the employee moves from his current residence then he will be required to meet the 30-minute response time.

ARTICLE 16 – DAILY EMERGENCY STANDBY PAY

In emergency situations, to be determined by the Department Director, employees may be assigned to a daily emergency standby status. Employees assigned to daily emergency standby will be compensated at the daily rate of standby pay as defined above. The daily emergency standby schedule is a consecutive 24-hour period beginning at the time of emergency standby notification. While on emergency standby, if an employee is called to duty, the

employee shall be credited a minimum of two (2) hours compensation. Employees assigned to standby on a City-recognized holiday as listed in the Holiday Article #26, shall receive an additional \$25 per day.

Each Department Director, who determines that emergency standby duty is necessary, shall designate the minimum standards qualifying an individual to perform an emergency standby function and shall first seek “standby” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for emergency standby duty, then the Department Director shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. Providing City vehicles for emergency standby employees is at the sole discretion of the Department Director.

ARTICLE 17 – CALL OUT PAY AND POLICY

Call out duty is when a City employee is required to return to duty not associated with standby or their regularly scheduled work shift. Call out occurs when an employee is required to physically leave their residence and report to duty. Call back does not occur when an employee is held over from his/her shift or is scheduled to work immediately prior to his/her regular shift.

Employees who have a call out will be compensated for all hours worked, with a minimum of two (2) hours credited, including travel time to the work site. Call-out ends when an employee leaves their duty station. (Any hours worked in excess of the two (2) hours, including travel time to the work site, shall be credited at one and one-half times their regular, non-overtime rate of pay.)

ARTICLE 18 – BILINGUAL PAY

As soon as administratively possible, but no later than January 31, 2007, a Bilingual Pay Program will be implemented. There will be no more than six individuals, covered under this MOU, who will receive bilingual pay for verbal skills in Spanish. In order to be eligible to receive bilingual pay an employee must perform this duty on a regular basis and the use of this language must be of significant benefit to the operations of the department as determined by the department head. The City shall designate those positions or assignments in which bilingual skill will be compensated. Such designations will be periodically reviewed, and may be modified at the discretion of the City, to ensure effective service to the public.

In order to receive bilingual pay, employees must be certified as bilingual in Spanish. Employees may make application for bilingual pay certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis. Should an employee fail the qualifying test, they must wait a minimum of 90 days before again applying for certification.

Employees designated and certified as bilingual in Spanish will be compensated \$100 per month.

ARTICLE 19: OVERTIME/COMPENSATORY TIME

Overtime shall mean that time an employee is required to work in excess of forty (40) hours per week. Computation of the forty-hour week shall not include any leave time, with the exception of City-recognized holidays and those cases where the employee has taken pre-approved paid leave (excluding sick leave) and is mandated by the Department Head or designee to work overtime. All approval for overtime must be requested and granted prior to working said overtime, except in emergency situations. Employees required to work more than forty (40) hours in a work week shall be eligible for overtime pay at one and one-half (1-1/2) times their regular rate of pay or compensatory time-off at the option of the employee and with the following exceptions:

Employees in non-clerical positions in the Public Works Department will only be compensated monetarily at the appropriate rate for work performed during scheduled special events.

These same employees may voluntarily cash out compensatory time hours once a year in the first pay period in December.

Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed 40 hours. An employee desiring to use earned compensation time-off must first obtain approval from his/her supervisor in accordance with the guidelines outlined for Requests for Vacation in Article 28 of this MOU which will not be unreasonably withheld. Overtime hours worked in excess of the 40 hours shall be paid in the pay period earned. Overtime shall be computed on the actual number of hours on duty. Unless specifically modified or mutually agreed upon by the employee and the City, the above constitutes the overtime for the general employee bargaining unit.

ARTICLE 20: TOOL ALLOWANCE

The City will provide Equipment Mechanic personnel with a \$400 annual tool allowance.

This allowance is intended for the replacement of hand tools and the purchase of job related special tools. Receipts for such tools must be provided to the City to receive any or all of this allowance. Further, the City agrees to provide the means by which the Mechanics can secure their tools and equipment during the employee's non-working hours.

ARTICLE 21: BOOT ALLOWANCE

The City will provide safety/uniform shoes or reimbursement the pay period including July 1 of each year of the contract.

Public Works/Building Inspectors/Code Enforcement Officer/Park Services Enforcement Officer –the City will provide reimbursement for one (1) pair of boots plus one resole up to \$200 with adequate proof of purchase, the pay period including July 1 of each year of the contract. Additional resoles will be provided, if needed, for employees working on the asphalt or concrete crews.

Specifications will be determined with the input of the association steward, the Teamster’s Business Agent and the appropriate managers.

These employees must wear boots that meet City specifications at all times while on duty. Boots purchased with the boot allowance will be considered City property.

ARTICLE 22: UNIFORMS

Public Works Employees

The City shall provide all Public Works Department employees covered by this Agreement with the exception of clerical employees, with clean and presentable work clothing to be laundered and provided through a uniform rental service. There shall be a minimum of eleven (11) sets of work clothing. In addition, the City will provide at the beginning of each fiscal year five (5) t-shirts with the City insignia to each employee. Any portion of the uniform which is torn, badly stained, or in any way unsuitable in appearance through work activity as determined by the supervisor shall be exchanged and replaced at the discretion of the City. The City will provide for alterations once a year, if needed. The employee shall pay for any additional uniform alterations. City uniforms shall not be worn off duty and every effort shall be made to maintain the highest public image of City employees. The City reserves the right

to determine the manner in which this work clothing is provided, to select the uniform rental service, and to select the style and color of the work clothing. Unless mutually agreed, this work clothing shall consist of the following:

- A. Work Pants/Shorts (Combination of 11)
- B. Work Shirts/T-Shirts
- C. Name Patches
- D. City Patches

The options to wear t-shirts or shorts shall be subject to revocation either individually or collectively at any time by the City if deemed in the City's best interest and such revocation shall not become the subject of any grievance proceeding. Ninety-(90) days notification of revocation of the program shall be given to the participants.

OTHER DEPARTMENTS

Other work clothing items may be issued at the sole discretion of the City on an as needed basis.

ARTICLE 23: TUITION REIMBURSEMENT PROGRAM

The City will continue to provide a tuition reimbursement program in accordance with Personnel Instruction 26. The current annual reimbursement amount for tuition and books is \$2,500.

ARTICLE 24: JURY DUTY

The City will provide up to 2 weeks (80 hours) paid leave time for employees who serve for jury duty. Personnel Instruction 13 describes the City's policy and procedures for jury duty.

ARTICLE 25: BEREAVEMENT LEAVE

The City will provide up to five (5) days (40 hours) of bereavement leave in a consecutive 12-month period beginning from the date the leave first begins, in the event of the passing of a member of the immediate family, as defined below. This bereavement leave will not be charged to the employee's accrued leave balances.

Immediate family is defined as: husband, wife, parent, brother, sister, child, mother-in-law father-in-law, sister-in-law, brother-in-law, foster child and foster parent. Grandparent or grandchild are also considered "immediate family" if residing within the home or within the same place of residence as the employee.

ARTICLE 26: - POLICE DEPARTMENT

A. Uniforms and Maintenance Allowance

Police Services Employees - Upon hire, the City will provide three (3) shirts and three (3) pairs of pants for each Police Services Officer and Police Records Tech/Matron and four (4) shirts, two (2) pairs of pants and two (2) shorts for each Community Services Officer. After completion of probation, each employee shall be provided additional uniforms to provide a total of 5 sets of uniforms for each employee. Thereafter, the City shall provide replacements for those uniform items that are torn, badly stained, or in any way unsuitable in appearance as determined by the supervisor. The Department's practice of providing one Class A dress uniform per employee, if needed, shall continue.

The employees in the classifications of Community Services Officer, Police Services Officer and Police Records Tech/Matron shall receive \$275 for their uniform maintenance allowance. The Uniform Maintenance Allowance shall continue to be paid on a biannual basis each July and January to all eligible employees.

City supplied uniforms shall remain the property of the City and shall be returned to the City upon termination. If not returned to the City, the replacement cost of items shall be deducted from the employee's final check.

B. Boot Allowance

Police Services – Uniform shoes will be provided for employees in the classifications of Community Services Officer, Police Services Officer and Police Records Tech/Matron once a year. All uniform shoes must comply with department standards. Reimbursement of up to \$175 will be provided upon adequate proof of purchase. Uniform shoes purchased with boot allowance funds are considered City property.

C. Court Standby Pay

A member of the bargaining unit, who while off-duty is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked under the FLSA; however, the employee will continue to receive one-half pay while on court standby.

D. Shift Differential

Police Services Employees in the Police Department who are assigned to shift work will be paid a shift differential for actually working a swing or graveyard shift. The amount is as outlined below:

- | | | |
|----|-------------|-----------------|
| 1. | Swing shift | \$0.75 per hour |
|----|-------------|-----------------|

2. Graveyard shift \$1.00 per hour

When an employee works hours in both swing and graveyard shifts the rate that is applicable shall be the rate where the highest number of hours are worked. This rate will be applied to all hours worked. In those cases where the same employee works back to back swing and graveyard shifts the appropriate rate for each shift will apply.

E. Work Schedules

Police Records Tech/Matrons shall continue their 4/10 work schedule.

Community Services Officers shall continue their 9/80 work schedule.

Police Services Officers shall continue their 4/10 work schedule.

F. Training Pay

The "training pay program" provides that payment will be made at 5% above the employee's existing rate of pay. Such training pay is paid when an employee is designated by their Supervisor to serve in a training position. Training pay will begin at the start of the pay period in which the training role is assigned and end when the supervisor determines the training has been completed adequately. Selection of who is assigned as a trainer is up to the supervisor who will solicit and interview volunteers who are interested in the training position.

G. Specialty Assignment Pay

Employees assigned to perform the duties for property evidence full time shall receive \$100 per month specialty pay in acknowledgement of their specialized training and duties. Effective the pay period including July 1, 2006, Community Services Officers assigned to perform the duties for animal control full time shall receive \$150 per month specialty pay in acknowledgement of their specialized training and duties.

H. Selection process for Animal Control and Property Evidence Assignments.

Purpose – The objective is to select the best-qualified employee to serve in the capacity of Animal Control and the Property and Evidence assignments.

Eligibility – Employees must have completed probation at the time of their appointment to these assignments.

Process – An announcement will be circulated with the requirements and timeline of the selection process. The evaluation process will include convening an oral interview panel and may include a review of each employee's performance record. Applicants will be rated as Highly Recommended, Recommended or Not Recommended.

Appointment to these assignments will be based on recommendation of the Division Captain from those rated as Highly Recommended or Recommended. The Chief of Police will have final approval in all cases. This process is a guideline and may be waived for good cause as directed by the Chief of Police.

If after initial assignment the employee or department find that the assignment is not suitable, a request for transfer out will be granted with appropriate notice to arrange for coverage. In the event a position is not filled during the selection process, the Department will have the discretion to assign personnel consistent with Department and community needs.

ARTICLE 27: HOLIDAY/PERSONAL LEAVE

The following days shall be recognized and observed as paid holidays:

1. New Year's Day, January 1.
2. Martin Luther King, Jr. Day, third Monday in January.
3. Washington's Birthday, third Monday in February.
4. Memorial Day, last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.
8. Veteran's Day, November 11th.
9. Thanksgiving Day.
10. Friday following Thanksgiving Day.
11. Christmas, December 25th.

Annually on the first full pay period after July 1, a floating holiday and two hours personal leave shall be credited to each employee working for the City. Said holiday leave is to be used during the 12 months following the July 1st when it was given.

For those employees in this bargaining unit who are scheduled to work regular shifts on holidays, 54 hours of holiday leave will be provided during the first full pay period after July 1, and 44 hours during the first full pay period after January 1. If an employee separates from service, payroll will pro-rate the holiday hours allotment on a bi-weekly basis starting at July 1 or January 1, whichever is closer to the separation date. If a new employee is hired, the bank of holiday hours provided will be prorated to July 1 or January 1, whichever is closest.

Ten (10) hours of holiday leave may be carried over from year to year.

All floating holiday and personal leave shall be requested in the same manner and subject to the same procedures as vacation requests.

ARTICLE 28: VACATION

Employees may be eligible to take paid vacation after six months of employment with the City. Upon six months of satisfactory performance during the initial one year probationary period the employee will have 20 hours of vacation credited to their vacation account. Thereafter vacation will be accrued at the rates below:

<u>Tenure</u>		<u>Vacation</u>	<u>Vacation</u>
Greater than:	Less than or equal to:	days/year	hours/month
Six months	5 full years	11	7.33
5 full years	9 full years	13	8.667
9 full years	16 full years	15	10.00
16 full years	17 full years	16	10.667
17 full years	18 full years	17	11.33
18 full years	19 full years	18	12.00
19 full years	20 full years	19	12.667
20 full years		20	13.333

Request for Vacation:

In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one week in advance of the requested period. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time.

It shall be City policy that an employee may request the use of accrued vacation time for the purposes of meeting a personal emergency. Such request may be made at the time of emergency. The granting of the use of vacation shall be solely at the discretion of the supervisor.

Maximum Vacation Accumulation:

Employees will be allowed to accumulate up to three years of vacation time. Upon reaching the vacation accrual maximum, the employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances and with City Manager approval, an employee may be allowed to accrue over the maximum for a limited period of time.

ARTICLE 29: VACATION CASH OUT

Employees may request in writing to cash out up to 40 hours of their accumulated vacation time each year provided that at least eighty (80) hours of accrued vacation time remains after the cash out. Requests for vacation cash out can only be made once in each 12-month period and must be made by May 31st. The payout will be made as soon as administratively possible, which should be the first pay check in June. Payment is calculated on base salary and is subject to ordinary deductions and withholdings.

ARTICLE 30: SICK LEAVE

A. Accumulation Rate

Each employee of the City covered by this agreement shall be entitled to accumulate 80 hours of sick leave annually.

B. Sick Leave Eligibility Requirements

Employees shall start to accumulate sick leave credit as of their date of employment and shall be eligible for said sick leave absences after completion of the first six months of their initial probation period.

Employees shall not accrue sick leave during any pay period during which they are on leave of absence without pay.

C. Sick Leave Utilization Requirements

Employees with accrued sick leave shall be allowed to utilize such sick leave for the following purposes:

1. Personal illness, personal medical appointments or injury.
2. Employees will be allowed up to 40 hours of accumulated sick leave per fiscal year to be used for family sick leave. The purpose of this benefit is to allow unit employees time to care for a child, parent, spouse and/or registered domestic partner. Family sick leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointment. Use of family sick leave shall be authorized and recorded through the payroll process. It is the responsibility of the operating department to track this type of leave.
3. Employees are encouraged to schedule routine medical or dental appointments outside of regular work hours whenever possible.

Unless accompanied by a doctor's note it is understood that routine doctor and dentist appointments will not be approved in excess of two hours.

D. Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify their supervisor at least thirty (30) minutes before the beginning of their work day, or as soon as is reasonably possible. If no personal contact is possible then at a minimum a voice mail message must be left. When someone other than the employee has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their supervisor prior to leaving the work site.

After three days of continuous sick leave absence by the employee, the employee must make personal contact with their supervisor or department director and provide an estimated date of return. If an employee is unable to reach either a department manager or director, the employee should leave voice mail for the appropriate supervisor and make personal contact with the Human Resources Department. Voice mail and e-mail will not be considered personal contact.

E. Sick Leave Certification and Approval

Per Rule XI, Section 3 (i) of the City's Rules and Regulations: A department director may require an employee to furnish a doctor's certificate at any time for proof of illness.

F. Sick Leave Release

Any employee who is off sick or disabled for more than five (5) consecutive working days shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the employee's supervisor before the employee will be permitted to return to work.

ARTICLE 31: SICK LEAVE CONVERSION

The employees' annual sick leave conversion program is as follows:

1. More than 54 hours of unused sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.
2. 37-54 unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave credited to vacation and the remainder carried over as sick leave.

3. 36 hours or less of unused sick leave earned in the fiscal year, the employee receives no conversion to vacation and the entire unused sick leave is carried over as sick leave.

ARTICLE 32: CATASTROPHIC LEAVE

A committee will be created with three (3) members from the bargaining unit and three (3) members from the City to investigate explore and evaluate various catastrophic leave programs and make a catastrophic leave program recommendation to the City within 120 days of committee commencement. The City will evaluate the recommendation and make a determination as to whether to implement, modify, or reject the proposal.

ARTICLE 33: HEALTH INSURANCE (medical, retiree medical, dental, vision, long and short term disability)

Medical

The City will continue to provide a monthly contribution beginning in December of each year of the contract an amount equal to the CalPERS Kaiser HMO premium at the level in which the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents.

There shall be no cash back to employees from any allowances contributed by the City. However, employees are eligible to allocate any portion of their unused cafeteria plan allowance to the City's Section 125 Flexible Benefits Plan. The participating employee will pay the appropriate monthly administrative fee for this plan.

Effective January 11, 1992, the City shall pay \$1.00 per month for employees and retirees electing to participate in the CalPERS medical insurance program. The \$1.00 per month amount will increase each year by 5% of the minimum employer contribution as provided under government Code section 22825 of the Public Employees Medical and Hospital Care Act (PEMHCA). This amount is included in the contribution levels listed above for employees.

Retiree Medical

Any employee who retires on or after December 31, 2008, and who has a minimum of fifteen (15) years of service with the City of Manhattan Beach, shall receive a contribution of \$250 per month. Said contribution will be used toward health insurance costs, unless and until whichever of the following occurs first:

- 1) The retiree reaches 65 years of age; or
- 2) The retiree becomes eligible for Medicare.

Dental

Effective the pay period including July 1, 2006, the City shall contribute an additional \$5 or \$50 per month.

Effective the pay period including July 1, 2009, the City shall contribute an additional \$5 or \$55 per month.

Vision

The City will continue to provide up to full family vision coverage.

Long Term Disability

The City will provide coverage for each employee in the City's Long Term Disability Plan.

Short Term Disability

The City will make available for voluntary participation at the employee's cost a short term disability plan. However minimum participation will be required to be able to offer this plan.

ARTICLE 34: RETIREMENT MEDICAL SAVINGS PLAN

The City will continue to offer for voluntary participation at the employee's cost a tax-deferred retirement savings plan through the City's deferred compensation provider.

ARTICLE 35: MEDICARE/SOCIAL SECURITY

If Federal Medicare/Social Security is mandated by Congress, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE 36: INJURY ON DUTY

Miscellaneous Employees with 6 months employment or more shall receive only \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to the employee's accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation but may use vacation and/or CTO to receive full pay. During the first 60 days or while receiving vacation or CTO pay, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurances become the responsibility of the employee.

Miscellaneous Employees with less than 6 months employment shall receive only \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to the employees' accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation during the first 30 days, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurances become the responsibility of the employee.

ARTICLE 37: JOB ABANDONMENT

Employees absent from work without authorization or notification for three (3) consecutive working days, shall be construed to have abandoned their employment with the City and shall be cause for immediate termination subject to Skelly procedures.

ARTICLE 38: RETIREMENT

1. Effective September 28, 1985, the City shall pay the full share of the employee's 7% obligation to CalPERS.
2. Effective May 21, 1993, the City shall contract with CalPERS for the One-Year Final Compensation option (Government Code Section 20024.2).
3. Effective September 17, 1999, the City shall modify its contract with miscellaneous employees to provide the 2% @ age 55 benefit.
4. As soon as administratively possible but no later than January 1, 2007, the City shall modify its contract with CalPERS for miscellaneous employees to provide for Sick Leave Conversion pursuant to Section 20965.
5. Effective the pay period including July 1, 2010, the City shall take all action necessary to report, and to begin reporting, as additional compensation to CalPERS the value of employer paid member contributions (EPMC), pursuant to California Government Code Section 20636 (c.)

ARTICLE 39: GRIEVANCE

1. The purpose of Grievance Procedures:
 - a. To promote Employer-Employee relations by establishing procedures on grievance matters.
 - b. To provide that grievances shall be settled as near as possible to the point of origin.
 - c. To provide that the grievance procedures shall be as informal as possible.
2. A "grievance" shall be defined as a controversy between the City and the Union, or the City and an employee. Such controversy must pertain to one of the following:
 - a. Any matter involving the interpretation of any provision of this Memorandum of Understanding; or
 - b. Any matter involving the violations of any provision or intent of this Memorandum of Understanding; or

- c. Any matter involving the interpretation or application of the Personnel Rules or Regulations of the City.
3. Grievances must be submitted on the approved Grievance Submittal Form and within the proper time frames in order to be considered.
4. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

Step 1: An employee's grievance must be submitted orally to his/her first line Supervisor or Management Representative immediately in charge of the aggrieved employee within twenty (20) calendar days after the event giving rise to the grievance. The Supervisor or Management Representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance will be reduced to writing on the designated form by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding or Personnel Rules and Regulations alleged to have been violated, signed, and dated by the employee and presented to the Department Head or designee within five (5) working days after termination of Step 1. A meeting with the employee, Union Representative (if the employee chooses) and the Department Head or designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Department Head or designee. The Department Head or designee may invite other members of Management to be present at such meeting. The Department Head or designee will give a written reply by the end of the fifth (5th) working day following the date of the meeting, and the giving of such reply will terminate Step 2. This is the final step for a grievance on a disciplinary action of less than five (5) hours, unless the Department Head initiated the discipline.

Step 3: If the grievance (disciplinary action of five (5) hours or greater, or initiated by the Department Head) is not settled in Step 2, a meeting with the employee, Union Representative (if the employee chooses) and the Human Resources Director or designee shall be arranged at the request of

the employee. Said request shall be made within 5 days of termination of Step 2. The meeting will be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) working days after the request is made for a meeting following the termination of Step 2. The Human Resources Director or designee may invite other members of Management to be present at such meetings. A written reply shall be given to the employee by the end of the fifth (5th) working day from the date of such meeting. This is the final step for a grievance on a disciplinary action of less than five (5) hours initiated by a Department Head.

Step 4: If the grievance is not settled in Step 3, the employee may appeal to the City Manager within five (5) working days of the termination of Step 3. The City Manager shall call for a hearing to be held within ten (10) working days from the receipt of the appeal and the discussion at said meeting shall be recorded. The Human Resources Director or designee shall present the evidence on behalf of the City and the employee or representative shall present the evidence on behalf of the grieving party/parties. The City Manager shall hear both sides of the issue and within fifteen (15) working days from the date of such hearing, render a decision in writing to the employee.

5. Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.
6. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits schedule.

ARTICLE 40: DISCIPLINE

The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. For purposes of this Article, a working day is defined as a day City Hall is open for business.

PROVISIONS:

- A. Disciplinary actions defined:
 1. Oral/Written Warning

The use of an oral or written warning shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager will review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee should be advised of the action that will be taken should he or she fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

2. Letter of Reprimand

A Letter of Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Letter of Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee's official personnel file.

3. Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4. Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5. Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6. Discharge

An employee may be discharged for cause. Employees who are considered At-Will may be removed at any time.

B. Pre-Disciplinary Procedure

If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least 7 working days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based.
3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Department Head or designee who has the authority to modify or eliminate the intended disciplinary action.
5. Be given the written decision of the Department Head or designee prior to the effective date of the disciplinary action.

C. Appeal Process

Grievance Appeal Process

1. A disciplinary action of suspension of 3 days or less, is grievable.
 - a. Grievances must be submitted on the Grievance Form or by letter with a description of the nature of the grievance, a description of the specific policy(ies) or rule(s) that have alleged to have been violated and the requested remedy, within the proper time frames in order to be considered. Time limits for filing formal grievances may be extended by mutual agreement of the parties.
 - b. Step 1: The employee may submit the issue for formal review by completing a grievance form, stating the specific City Personnel rule or regulation and/or provision(s) of the applicable MOU that was improperly applied and stating the specific resolution desired. This request should be submitted to the Department Head or his/her designee for review within 20 working days of receipt of the disciplinary action. The Department Head or

designee will give a written reply by the end of the fifth (5th) working day following the date the grievance was submitted.

Step 2: If the grievance is not settled in Step 1 of the formal process, the employee must, within five (5) working days, present the grievance to the Human Resources Director for processing. The failure of the grievant to take this action shall constitute a waiver of the grievance, unless time limits are extended through mutual agreement.

Step 3: Within ten working days of receipt of the grievance, the Human Resources Director will set up a meeting between the employee and his/her representative with the City Manager or his or her designee to review the issues. A written decision will then be rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

2. A disciplinary action of suspension of 4 days or more, reduction in pay, demotion or discharge is appealable.

Appeal Procedure:

Step 1: The employee may appeal to the City Manager within five (5) days of receipt of the disciplinary action. The City Manager or his/her designee shall call for a hearing to be held within ten (10) days from the receipt of the appeal and the discussion at said meeting shall be recorded. The Human Resources Director or his/her designee shall present the testimony on behalf of the City and the employee or his/her representative shall present the testimony on behalf of the grieving party(ies). The City Manager or his/her designee shall hear both sides of the issue and within fifteen (15) days from the date of such hearing, render a decision in writing to the employee.

Step 2: The employee then has ten (10) days to file an appeal of the City Manager's or his designee's decision with the Board of Review. In cases of discharge or reduction of pay or suspension of five (5) days or less, a decision on the appeal may be made without hearing at

the discretion of the Board of Review and after examination of written materials submitted by all parties concerned. The City and Union will split the costs of appeals to the Civil Service Commission if the Union assists the appellant in its Union capacity or in any way financially. Shared costs shall include only those charges from the Civil Service Commission.

Step 3: The appointing officer may thereupon affirm, revoke or modify the action taken as in the judgment of such officer shall be deemed warranted. The decision of the appointing officer shall then be final and conclusive and shall not be reviewable in any court.

a. Retention of Documents

Any disciplinary action up to the level of a suspension of four hours or less shall be removed from an employee's personnel file no earlier than 18 months after the date of issue if the following conditions are met:

1. no discipline has been imposed during the eighteen month period after the discipline was issued;
2. the employee requests the removal in writing to the Human Resources Director.

b. Examples of Misconduct

It is impossible to provide an exhaustive list of the types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

1. Insubordination, including, but not limited to refusing to follow a work order
2. Intentional or negligent conduct that damages City property or the property of another employee, a customer, a vendor, or a visitor. Removing from the premises without authorization, the property of the City, a City employee, customer, vendor, or visitor. Property includes, but is not limited to, records, supplies, materials, equipment, land or facilities. Intentional or negligent misuse of City property, or the property of another employee, customer, vendor, or visitor
3. Fighting or provoking a fight on City time or property; engaging in horseplay or other action that endangers City property or disrupts work; failure to work cooperatively with others
4. Harassing, threatening, intimidating, insulting, demeaning, using profane or abusive language, or

- coercing any other employee, customer or visitor, including any violation of the City's Harassment Policies.
5. Bringing or possessing weapons or any other dangerous device onto City property without authorization.
 6. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire or security hazard.
 7. Failing to report a work-related accident or injury immediately, or as soon as circumstances permit.
 8. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on City premises; unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on City premises
 9. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported; abuse of sick leave.
 10. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift; leaving City premises or one's assigned work area during working hours without permission; failure to abide by lunch or break periods or working unauthorized overtime
 11. Submitting an employment application containing false or misleading information
 12. Unauthorized dissemination of proprietary information or employee records on files; falsifying or destroying any City records, including, but not limited to, any timekeeping records or customer records.
 13. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his/her position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction
 14. Failing to obtain or maintain any required license, registration, certifications, or permit
 15. Incompetence; failing to meet acceptable performance standards; failure to perform assigned duties.
 16. Dishonesty
 17. Performance of non-City work on work time

18. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established City policy.

ARTICLE 41: TIME OFF FOR GRIEVANCE PROCESSING

The City will allow a maximum of two (2) Union stewards a reasonable amount of time to process employee grievances subject to approval by the employees' Division or Department Head. Additional stewards may be released for City-wide issues with approval of the Human Resources Director and the employees' Division or Department Head. The Union will provide written notification to the Human Resources Director of the names of union stewards and any changes during this contract.

ARTICLE 42: WORK STOPPAGE PROHIBITION

Prohibited Conduct

1. The union, its officers, agents, representatives, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Union, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Union nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.
2. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Union shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
3. In the event the Union carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 43: AGENCY SHOP AND DUES DEDUCTION

Legislative Authority

The City of Manhattan Beach (City) and California Teamsters Local 911, (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 August 8, 2002, 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; or
2. Pay an agency fee for representation; or
3. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

Effective with the pay period beginning October 5, 2002, the Finance 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 Finance 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 fee 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.

The Union shall set the dues amount pursuant to the International Brotherhood of Teamsters (IBT) constitution and notify in advance all affected employees and the City if the amount will change.

New Hire Notification

Effective October 5, 2002, all new hires in this general 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 thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the

Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

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 ten (10) 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.

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 to the Union 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. 1736 Family Crisis Center

Records

On an annual basis, the Union shall provide the Human Resources Director with 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.

Rescission of Agreement

The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a 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 thirty (30) per cent of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

ARTICLE 44: DIRECT DEPOSIT

Employees covered under this MOU shall receive their bi-weekly compensation through the City's direct deposit program.

ARTICLE 45: GARNISHMENTS

An employee receiving more than one garnishment (not including child support) in a five year period shall be cause for immediate termination subject to Skelly procedures. A \$25.00 initial set up fee and \$7.00 service charge per garnishment (excluding child support which shall be \$1.00) per payroll check shall be charged to the employee.

ARTICLE 46: LAYOFF LANGUAGE

LAYOFF PROCEDURE

1. Purpose: To provide a means by which employees are to be demoted or laid off when a reduction in force occurs.
2. Definition: A layoff means a separation resulting from lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level.
3. The Personnel Director shall send written notice to the last known address of each employee affected by a layoff at least ten (10) days prior to the effective date of the action. The notice shall include the: (a) reason for layoff; (b) classes or positions to which the employee may transfer or demote within the department, if any; (c) effective date of the action; (d) seniority of the employee within the abolished classifications; (e) an explanation of how the seniority was determined or computed; (f) appeal rights of the employee; (g) the conditions governing retention on and reinstatement from reemployment lists; and (h) rules regarding the waiver of reinstatement and voluntary withdrawal from the reemployment list.

4. Order of Layoff: The first person laid off in a class will be the employee in the department with the least amount of City-wide seniority. If two (2) employees have the same amount of seniority, the appointing authority shall determine who will be laid off first, based on performance evaluations or other documentable circumstances.
5. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical handicap.
6. Layoff Seniority:
 - (a) Seniority shall be defined as continuous City service, including probationary periods successfully completed. One (1) point shall be given for each full year and the fraction equivalent for each full month of service to the City of Manhattan Beach.
 - (b) In addition to points for time and service, an employee shall receive one (1) point for each five (5) hours of unused sick leave which was earned during the immediate past two (2) fiscal years.
 - (c) In addition, based on safety, each full-time, permanent employee shall receive one (1) for each accident/incident free month over the immediate past two (2) years of City employment.
 - (d) In addition, each employee shall receive up to 25 points based on the most recent supervisor's evaluation of work performance on file. An "average" evaluation will receive 1-10 points, an "above average" evaluation will receive 11-20 points, and a "superior" evaluation will receive 21-25 points.
7. Checkout Upon Layoff, Separation, or Termination: Any employee who is laid off, terminated, or who separates from the service for any reason shall not receive his final paycheck until he has turned in to his supervisor all City-owned equipment, including his City identification card, and has cleared with his department head the disposition of any clothing, tools, and other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by City Manager.
8. Bumping: An employee designated to be laid off may bump into any vacant position in the same class elsewhere in the City, or into any position of the same class held by an employee with lessor seniority elsewhere in the City. If no such position exists, the employee may bump into the next lower classification

within the same department, provided that the employee has previously held permanent status in such classification with the City. Thereafter, an employee may bump into any previously held position in the City, provided that the occupant of such position has lessor seniority than the employee being laid off. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

9. Order and Method of Demotion Pursuant to a Reduction in Force - Required due to a reduction in force, employees shall be demoted in the following manner:

(a) Employees who are involuntarily demoted, who have held permanent status in a lower classification shall have the right to bump employees of lessor seniority in that lower classification, if the employee exercising the bumping privilege has more classification seniority than the incumbent in the class to which the employee is bumping.

(b) Employees who have not actually held status in a lower classification shall be allowed to demote to a position held by a City probationary employee in such lower class, but may not bump City employee already in that lower classification.

(c) Employee with the least seniority shall be demoted first. Whenever two (2) or more employees have the identical seniority status, the employee with the lowest performance rating shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

10. The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

11. Duration of Reinstatement and Reemployment Lists: The eligibility of individuals on the Reinstatement and Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List.

12. Notice of Recall From Layoff Shall be by Return Receipt - Requested Mail and shall specify the date for reporting to work which shall not be more than two (2) weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have three (3) days to accept or decline the recall opportunity.

An employee who fails to respond in writing within the three (3) days, refuses recall, or fails to report on the prescribed date within the two (2) week maximum, thereby waives all further right to recall and reinstatement as an employee.

Where recall is declined, the City will proceed to the next senior person on the Reinstatement List and follow the same notice and respond procedure. This process will continue through the list until recall needs are met on the list.

Reinstatement employees shall receive the following:

- (a) Retention of permanent full-time service senior accrued as of date of layoff.
 - (b) The salary for the classification in effect as of the date of return, at the same step level as the date of layoff not to exceed the E step.
 - (c) The accrual rate of vacation and sick leave in effect for the employee's seniority level and class at the time of rehire, but insurance contributions shall be at the level of a new employee while serving the obligatory probation period of six months.
 - (d) All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire or provided to new hires as of that date.
13. Obligation to Serve Probationary Period: A person appointed from a reemployment list or classification reinstatement list must serve a new probationary period if recall from such list occurs more than one (1) year after the effective date of layoff. The new probationary period in such circumstances shall be not less than six (6) months.

14. Resignation in Lieu of Recall: An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.
15. Separation After Layoff Recall: The employee will be entitled to the same severance benefits and pay as are provided in the case of other separations or retirements.

ARTICLE 47: PART-TIME EMPLOYEES

Although part-time employees are not covered under this MOU, the City agrees to review and identify each part-time position and continue to evaluate the need to convert positions annually in the budget process and consult with Chester Mordasini, Teamsters 911.

ARTICLE 48: LABOR MANAGEMENT COMMITTEE

The parties agree that regular meetings to explore mutual problems and issues will be beneficial to the relationship between the City and Union. The parties agree to meet on an as needed basis. The purpose of the meetings is to exchange information and to solve problems. The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

TEAMSTERS LOCAL 911

CITY OF MANHATTAN BEACH

BY _____
Ray Whitmer
Teamster Business Representative

BY _____
Marcie Scott
Human Resources Director

BY _____
Chester Mordasini
Teamster Business Representative

BY _____
Russ Morreale
Assistant Finance Director

BY _____
Kimberly Ojeda
Police Department

BY _____
Danielle Higdon
Sr. Human Resources Analyst

BY _____
Lew Mosher
Police Department

BY _____
Christine Tomikawa
Human Resources Analyst

BY _____
Ada Valdivia
Parks and Recreation Department

BY _____
Geoff Dolan
City Manager

BY _____
Lorena Soules
Community Development Department

BY _____
Dave Porter
Public Works Department

BY _____
Bobby Dobson
Public Works Department

STANDARD RANGES OF COMPENSATION

Effective pay period including July 1, 2006

EXHIBIT A

POSITION	A	AA	B	C	D	E
Account Services Representative I	2955	3103	3258	3421	3592	3772
Administrative Clerk I (Flex Class)*	2441	2563	2691	2826	2967	3115
Administrative Clerk II (Flex Class)*	2570	2698	2833	2975	3124	3280
Assistant Planner	4226	4437	4659	4892	5137	5394
Associate Engineer (Flex Class w/ Eng. Asst.)	5459	5732	6019	6320	6636	6968
Associate Planner	4892	5137	5394	5664	5947	6244
Building Inspector	4095	4300	4515	4741	4978	5227
Building Repair Craftsperson	3515	3691	3876	4070	4273	4487
Code Enforcement Officer	4071	4275	4489	4713	4949	5196
Community Services Officer*	3143	3300	3465	3638	3820	4011
Crime Analyst/ Information Tech. Specialist	4490	4715	4951	5199	5459	5732
Data Entry Operator	2500	2625	2756	2894	3039	3191
Electrician	3610	3790	3979	4178	4387	4606
Engineering Assistant (Flex Class w/ Assoc. Eng.)	4717	4953	5201	5461	5734	6021
Engineering Technician I (Flex Class)	3602	3782	3971	4170	4379	4598
Engineering Technician II (Flex Class)	3971	4170	4379	4598	4828	5069
Equipment Mechanic I (Flex Class)	3032	3184	3343	3510	3685	3869
Equipment Mechanic II (Flex Class)	3781	3970	4169	4377	4596	4826
Executive Secretary	3564	3742	3929	4125	4331	4548
Facilities Reservation Clerk	2570	2698	2833	2975	3124	3280
General Services Coordinator	3610	3790	3979	4178	4387	4606
Human Resources Assistant	2896	3041	3193	3353	3521	3697
Information Systems Specialist	4490	4715	4951	5199	5459	5732
Maintenance Worker I (Flex Class)	2896	3041	3193	3353	3521	3697
Maintenance Worker II (Flex Class)	3114	3270	3433	3605	3785	3974
Maintenance Worker III	3514	3690	3874	4068	4271	4485
Meter Repair Worker	3190	3349	3516	3692	3877	4071
Network Administrator	5166	5424	5695	5980	6279	6593
Park Services Enforcement Officer	4071	4275	4489	4713	4949	5196
Permits Technician	3461	3634	3816	4007	4207	4417
Plan Check Engineer	5207	5467	5740	6027	6328	6644
Police Academy Trainee	3427	3598	3778	3967	4165	4373
Police Records Technician /Matron*	3150	3308	3473	3647	3829	4020
Police Services Officer	3427	3598	3778	3967	4165	4373
Principal Building Inspector	5295	5560	5838	6130	6436	6758
Public Works Inspector	3980	4179	4388	4607	4837	5079
Purchasing Clerk	2896	3041	3193	3353	3521	3697
Receptionist Clerk	2637	2769	2907	3052	3205	3365
Recreation Supervisor	3882	4076	4280	4494	4719	4955
Revenue Services Specialist	3610	3790	3979	4178	4387	4606
Secretary	3151	3309	3474	3648	3830	4022
Senior Building Inspector	4812	5053	5306	5571	5850	6143
Senior Deputy City Clerk	3782	3971	4170	4379	4598	4828
Senior Permits Technician	3631	3813	4004	4204	4414	4635
Senior Water Plant Operator	3891	4086	4290	4504	4729	4965
Sewer Maintenance Worker	3269	3432	3604	3784	3973	4172
Transportation Services Operator*	2979	3128	3284	3448	3620	3801
Water Meter Reader	2896	3041	3193	3353	3521	3697
Water Plant Operator	3594	3774	3963	4161	4369	4587

STANDARD RANGES OF COMPENSATION

Effective pay period including July 1, 2007

EXHIBIT B

POSITION	A	AA	B	C	D	E
Account Services Representative I	3074	3228	3389	3558	3736	3923
Administrative Clerk I (Flex Class)*	2539	2666	2799	2939	3086	3240
Administrative Clerk II (Flex Class)*	2673	2807	2947	3094	3249	3411
Assistant Planner	4396	4616	4847	5089	5343	5610
Associate Engineer (Flex Class w/ Eng. Asst.)	5678	5962	6260	6573	6902	7247
Associate Planner	5089	5343	5610	5890	6185	6494
Building Inspector	4258	4471	4695	4930	5177	5436
Building Repair Craftsperson	3655	3838	4030	4232	4444	4666
Code Enforcement Officer	4235	4447	4669	4902	5147	5404
Community Services Officer*	3268	3431	3603	3783	3972	4171
Crime Analyst/ Information Tech. Specialist	4671	4905	5150	5407	5677	5961
Data Entry Operator	2600	2730	2867	3010	3161	3319
Electrician	3753	3941	4138	4345	4562	4790
Engineering Assistant (Flex Class w/ Assoc. Eng.)	4907	5152	5410	5680	5964	6262
Engineering Technician I (Flex Class)	3746	3933	4130	4337	4554	4782
Engineering Technician II (Flex Class)	4130	4337	4554	4782	5021	5272
Equipment Mechanic I (Flex Class)	3152	3310	3476	3650	3832	4024
Equipment Mechanic II (Flex Class)	3932	4129	4335	4552	4780	5019
Executive Secretary	3706	3891	4086	4290	4505	4730
Facilities Reservation Clerk	2673	2807	2947	3094	3249	3411
General Services Coordinator	3753	3941	4138	4345	4562	4790
Human Resources Assistant	3013	3164	3322	3488	3662	3845
Information Systems Specialist	4671	4905	5150	5407	5677	5961
Maintenance Worker I (Flex Class)	3013	3164	3322	3488	3662	3845
Maintenance Worker II (Flex Class)	3238	3400	3570	3749	3936	4133
Maintenance Worker III	3654	3837	4029	4230	4442	4664
Meter Repair Worker	3317	3483	3657	3840	4032	4234
Network Administrator	5372	5641	5923	6219	6530	6857
Park Services Enforcement Officer	4235	4447	4669	4902	5147	5404
Permits Technician	3600	3780	3969	4167	4375	4594
Plan Check Engineer	5415	5686	5970	6268	6581	6910
Police Academy Trainee	3564	3742	3929	4125	4331	4548
Police Records Technician /Matron*	3275	3439	3611	3792	3982	4181
Police Services Officer	3564	3742	3929	4125	4331	4548
Principal Building Inspector	5506	5781	6070	6374	6693	7028
Public Works Inspector	4138	4345	4562	4790	5030	5282
Purchasing Clerk	3013	3164	3322	3488	3662	3845
Receptionist Clerk	2742	2879	3023	3174	3333	3500
Recreation Supervisor	4037	4239	4451	4674	4908	5153
Revenue Services Specialist	3753	3941	4138	4345	4562	4790
Secretary	3277	3441	3613	3794	3984	4183
Senior Building Inspector	5006	5256	5519	5795	6085	6389
Senior Deputy City Clerk	3933	4130	4337	4554	4782	5021
Senior Permits Technician	3776	3965	4163	4371	4590	4820
Senior Water Plant Operator	4047	4249	4461	4684	4918	5164
Sewer Maintenance Worker	3400	3570	3748	3935	4132	4339
Transportation Services Operator*	3097	3252	3415	3586	3765	3953
Water Meter Reader	3013	3164	3322	3488	3662	3845
Water Plant Operator	3738	3925	4121	4327	4543	4770

STANDARD RANGES OF COMPENSATION

Effective pay period including July 1, 2008

EXHIBIT C

POSITION	A	AA	B	C	D	E
Account Services Representative I	3182	3341	3508	3683	3867	4060
Administrative Clerk I (Flex Class)*	2627	2758	2896	3041	3193	3353
Administrative Clerk II (Flex Class)*	2767	2905	3050	3202	3362	3530
Assistant Planner	4550	4777	5016	5267	5530	5806
Associate Engineer (Flex Class w/ Eng. Asst.)	5877	6171	6480	6804	7144	7501
Associate Planner	5267	5530	5806	6096	6401	6721
Building Inspector	4409	4629	4860	5103	5358	5626
Building Repair Craftsperson	3783	3972	4171	4380	4599	4829
Code Enforcement Officer	4382	4601	4831	5073	5327	5593
Community Services Officer*	3382	3551	3729	3915	4111	4317
Crime Analyst/ Information Tech. Specialist	4834	5076	5330	5596	5876	6170
Data Entry Operator	2691	2826	2967	3115	3271	3435
Electrician	3885	4079	4283	4497	4722	4958
Engineering Assistant (Flex Class w/ Assoc. Eng.)	5077	5331	5598	5878	6172	6481
Engineering Technician I (Flex Class)	3877	4071	4275	4489	4713	4949
Engineering Technician II (Flex Class)	4276	4490	4714	4950	5197	5457
Equipment Mechanic I (Flex Class)	3264	3427	3598	3778	3967	4165
Equipment Mechanic II (Flex Class)	4070	4274	4488	4712	4948	5195
Executive Secretary	3837	4029	4230	4441	4663	4896
Facilities Reservation Clerk	2767	2905	3050	3202	3362	3530
General Services Coordinator	3885	4079	4283	4497	4722	4958
Human Resources Assistant	3118	3274	3438	3610	3790	3980
Information Systems Specialist	4834	5076	5330	5596	5876	6170
Maintenance Worker I (Flex Class)	3118	3274	3438	3610	3790	3980
Maintenance Worker II (Flex Class)	3351	3519	3695	3880	4074	4278
Maintenance Worker III	3782	3971	4170	4378	4597	4827
Meter Repair Worker	3433	3605	3785	3974	4173	4382
Network Administrator	5560	5838	6130	6437	6759	7097
Park Services Enforcement Officer	4382	4601	4831	5073	5327	5593
Permits Technician	3726	3912	4108	4313	4529	4755
Plan Check Engineer	5604	5884	6178	6487	6811	7152
Police Academy Trainee	3689	3873	4067	4270	4483	4707
Police Records Technician /Matron*	3390	3560	3738	3925	4121	4327
Police Services Officer	3689	3873	4067	4270	4483	4707
Principal Building Inspector	5700	5985	6284	6598	6928	7274
Public Works Inspector	4284	4498	4723	4959	5207	5467
Purchasing Clerk	3118	3274	3438	3610	3790	3980
Receptionist Clerk	2839	2981	3130	3286	3450	3623
Recreation Supervisor	4179	4388	4607	4837	5079	5333
Revenue Services Specialist	3885	4079	4283	4497	4722	4958
Secretary	3392	3562	3740	3927	4123	4329
Senior Building Inspector	5181	5440	5712	5998	6298	6613
Senior Deputy City Clerk	4072	4276	4490	4714	4950	5197
Senior Permits Technician	3910	4105	4310	4525	4751	4989
Senior Water Plant Operator	4188	4397	4617	4848	5090	5345
Sewer Maintenance Worker	3518	3694	3879	4073	4277	4491
Transportation Services Operator*	3205	3365	3533	3710	3896	4091
Water Meter Reader	3118	3274	3438	3610	3790	3980
Water Plant Operator	3869	4062	4265	4478	4702	4937

STANDARD RANGES OF COMPENSATION

Effective pay period including July 1, 2009

EXHIBIT D

POSITION	A	AA	B	C	D	E
Account Services Representative I	3292	3457	3630	3811	4002	4202
Administrative Clerk I (Flex Class)*	2719	2855	2998	3148	3305	3470
Administrative Clerk II (Flex Class)*	2863	3006	3156	3314	3480	3654
Assistant Planner	4708	4943	5190	5450	5723	6009
Associate Engineer (Flex Class w/ Eng. Asst.)	6084	6388	6707	7042	7394	7764
Associate Planner	5451	5724	6010	6310	6625	6956
Building Inspector	4562	4790	5030	5282	5546	5823
Building Repair Craftsperson	3915	4111	4317	4533	4760	4998
Code Enforcement Officer	4535	4762	5000	5250	5513	5789
Community Services Officer*	3500	3675	3859	4052	4255	4468
Crime Analyst/ Information Tech. Specialist	5003	5253	5516	5792	6082	6386
Data Entry Operator	2786	2925	3071	3225	3386	3555
Electrician	4021	4222	4433	4655	4888	5132
Engineering Assistant (Flex Class w/ Assoc. Eng.)	5256	5519	5795	6085	6389	6708
Engineering Technician I (Flex Class)	4013	4214	4425	4646	4878	5122
Engineering Technician II (Flex Class)	4426	4647	4879	5123	5379	5648
Equipment Mechanic I (Flex Class)	3378	3547	3724	3910	4106	4311
Equipment Mechanic II (Flex Class)	4213	4424	4645	4877	5121	5377
Executive Secretary	3970	4169	4377	4596	4826	5067
Facilities Reservation Clerk	2863	3006	3156	3314	3480	3654
General Services Coordinator	4021	4222	4433	4655	4888	5132
Human Resources Assistant	3228	3389	3558	3736	3923	4119
Information Systems Specialist	5003	5253	5516	5792	6082	6386
Maintenance Worker I (Flex Class)	3228	3389	3558	3736	3923	4119
Maintenance Worker II (Flex Class)	3470	3643	3825	4016	4217	4428
Maintenance Worker III	3914	4110	4315	4531	4758	4996
Meter Repair Worker	3552	3730	3917	4113	4319	4535
Network Administrator	5755	6043	6345	6662	6995	7345
Park Services Enforcement Officer	4535	4762	5000	5250	5513	5789
Permits Technician	3856	4049	4251	4464	4687	4921
Plan Check Engineer	5800	6090	6394	6714	7050	7402
Police Academy Trainee	3818	4009	4209	4419	4640	4872
Police Records Technician /Matron*	3510	3685	3869	4062	4265	4478
Police Services Officer	3818	4009	4209	4419	4640	4872
Principal Building Inspector	5899	6194	6504	6829	7170	7529
Public Works Inspector	4433	4655	4888	5132	5389	5658
Purchasing Clerk	3228	3389	3558	3736	3923	4119
Receptionist Clerk	2938	3085	3239	3401	3571	3750
Recreation Supervisor	4326	4542	4769	5007	5257	5520
Revenue Services Specialist	4021	4222	4433	4655	4888	5132
Secretary	3511	3687	3871	4065	4268	4481
Senior Building Inspector	5362	5630	5912	6208	6518	6844
Senior Deputy City Clerk	4215	4426	4647	4879	5123	5379
Senior Permits Technician	4047	4249	4461	4684	4918	5164
Senior Water Plant Operator	4334	4551	4779	5018	5269	5532
Sewer Maintenance Worker	3642	3824	4015	4216	4427	4648
Transportation Services Operator*	3317	3483	3657	3840	4032	4234
Water Meter Reader	3228	3389	3558	3736	3923	4119
Water Plant Operator	4004	4204	4414	4635	4867	5110

STANDARD RANGES OF COMPENSATION

Effective pay period including July 1, 2010

EXHIBIT E

POSITION	A	AA	B	C	D	E
Account Services Representative I	3457	3630	3811	4002	4202	4412
Administrative Clerk I (Flex Class)*	2855	2998	3148	3305	3470	3644
Administrative Clerk II (Flex Class)*	3006	3156	3314	3480	3654	3837
Assistant Planner	4943	5190	5450	5723	6009	6309
Associate Engineer (Flex Class w/ Eng. Asst.)	6388	6707	7042	7394	7764	8152
Associate Planner	5724	6010	6310	6625	6956	7304
Building Inspector	4790	5030	5282	5546	5823	6114
Building Repair Craftsperson	4111	4317	4533	4760	4998	5248
Code Enforcement Officer	4762	5000	5250	5513	5789	6078
Community Services Officer*	3675	3859	4052	4255	4468	4691
Crime Analyst/ Information Tech. Specialist	5253	5516	5792	6082	6386	6705
Data Entry Operator	2925	3071	3225	3386	3555	3733
Electrician	4222	4433	4655	4888	5132	5389
Engineering Assistant (Flex Class w/ Assoc. Eng.)	5519	5795	6085	6389	6708	7043
Engineering Technician I (Flex Class)	4214	4425	4646	4878	5122	5378
Engineering Technician II (Flex Class)	4647	4879	5123	5379	5648	5930
Equipment Mechanic I (Flex Class)	3547	3724	3910	4106	4311	4527
Equipment Mechanic II (Flex Class)	4424	4645	4877	5121	5377	5646
Executive Secretary	4169	4377	4596	4826	5067	5320
Facilities Reservation Clerk	3006	3156	3314	3480	3654	3837
General Services Coordinator	4222	4433	4655	4888	5132	5389
Human Resources Assistant	3389	3558	3736	3923	4119	4325
Information Systems Specialist	5253	5516	5792	6082	6386	6705
Maintenance Worker I (Flex Class)	3389	3558	3736	3923	4119	4325
Maintenance Worker II (Flex Class)	3643	3825	4016	4217	4428	4649
Maintenance Worker III	4110	4315	4531	4758	4996	5246
Meter Repair Worker	3730	3917	4113	4319	4535	4762
Network Administrator	6043	6345	6662	6995	7345	7712
Park Services Enforcement Officer	4762	5000	5250	5513	5789	6078
Permits Technician	4049	4251	4464	4687	4921	5167
Plan Check Engineer	6090	6394	6714	7050	7402	7772
Police Academy Trainee	4009	4209	4419	4640	4872	5116
Police Records Technician /Matron*	3685	3869	4062	4265	4478	4702
Police Services Officer	4009	4209	4419	4640	4872	5116
Principal Building Inspector	6194	6504	6829	7170	7529	7905
Public Works Inspector	4655	4888	5132	5389	5658	5941
Purchasing Clerk	3389	3558	3736	3923	4119	4325
Receptionist Clerk	3085	3239	3401	3571	3750	3938
Recreation Supervisor	4542	4769	5007	5257	5520	5796
Revenue Services Specialist	4222	4433	4655	4888	5132	5389
Secretary	3687	3871	4065	4268	4481	4705
Senior Building Inspector	5630	5912	6208	6518	6844	7186
Senior Deputy City Clerk	4426	4647	4879	5123	5379	5648
Senior Permits Technician	4249	4461	4684	4918	5164	5422
Senior Water Plant Operator	4551	4779	5018	5269	5532	5809
Sewer Maintenance Worker	3824	4015	4216	4427	4648	4880
Transportation Services Operator*	3483	3657	3840	4032	4234	4446
Water Meter Reader	3389	3558	3736	3923	4119	4325
Water Plant Operator	4204	4414	4635	4867	5110	5366

RESOLUTION NO. 6053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MANHATTAN BEACH AND THE MANHATTAN BEACH MISCELLANEOUS EMPLOYEES REPRESENTED BY CALIFORNIA TEAMSTERS LOCAL 911 AND AMENDING RESOLUTION 5898 OF SAID COUNCIL (PERSONNEL RULES) BY AMENDING RULE XI (ATTENDANCE AND LEAVES) AND ADDING CERTAIN CLASSIFICATIONS TO THE MANAGEMENT/CONFIDENTIAL SALARY AND CLASSIFICATION PLAN

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby makes the following findings:

A. The City of Manhattan Beach ("City") and the Manhattan Beach Miscellaneous Employees represented by California Teamsters Local 911 have met and conferred in good faith; and

B. The parties reached tentative agreement on the terms of a new Memorandum of Understanding (MOU) on June 7, 2006; and

C. The Manhattan Beach Miscellaneous Employees Represented by California Teamsters Local 911 ratified the new MOU on June 14, 2006.

SECTION 2. The Manhattan Beach City Council hereby adopts the Memorandum of Understanding between the City and the Manhattan Beach Miscellaneous Employees Represented by California Teamsters Local 911 for the period of July 1, 2006 through July 30, 2011, in the form represented by Attachment "A" which is incorporated herein by this reference.

SECTION 3. Resolution 5898 is hereby amended to provide that Section 4. Workers' Compensation Leave of RULE XI be amended as follows:

Workers' Compensation Leave. Each employee, regardless of the employee's category of employment, is authorized injury leave when the employee suffers a compensable illness or injury while on duty or arising in and out of the course of employment. If the employee exhausts all qualified leave accrued, the employee may make application for Family Medical Leave pursuant to the City's FMLA policy. For Management/Confidential non-sworn employees the City will pay the employee's salary for the first seven (7) days of absence. If the absence continues past seven (7) days, the employee will collect temporary disability. Temporary disability will be paid at the state-approved rate. The employee may subsidize their pay with accrued General Leave to make up a full pay check. For sworn police and fire employees, the City will pay salary continuation pursuant to state labor code section 4850. At no time can sick leave be used for injuries which are compensable under Workers' Compensation.

Effective December 29, 1990, General Employees with 6 Months Employment or More shall receive \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to sick leave, or if there is not enough accrued sick leave, then to the employee's other accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation but may use vacation and or CTO to receive full pay. During the first 60 days or while receiving vacation or CTO pay, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurance become the responsibility of the employee.

Effective December 29, 1990, General Employees with Less Than 6 Months Employment shall receive \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to sick leave, or if there is not enough accrued sick leave, then to the employee's other accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation. During the first 30 days, the employee shall continue to accrue leave time and continue to receive the City's

insurance allowance. Thereafter, all leave accruals and the allowances cease and insurance become the responsibility of the employee. (Resolution 4656)

SECTION 4. Resolution 5898 is hereby amended to provide that Section 11. Overtime Work of RULE XI be amended as follows:

Overtime Work. Overtime work is work performed by an employee at times other than those normally required for the employee's employment. Any other provision of this resolution notwithstanding, any dispute or question of fact as to what time or times are normally required for the employment of any person shall be decided by the City Manager, and his decision shall be final.

It is the policy of the City that overtime work is to be discouraged. It will be authorized only to provide services which cannot be provided during the normal work day and in abnormal or emergency situations. It is not the purpose of overtime work to provide supplementary income for employees.

In cases of emergency or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work except upon the approval of the City Manager or designee, filed with the officers having charge of payrolls and such approval must be given prior to the performance of the overtime work, except when performed in an emergency to prevent loss of life or injury or damage to person or property. No employee shall be compensated for overtime work in any manner unless approved as herein provided.

Overtime shall not be paid in those cases where an employee is called back from sick leave or vacation, but rather shall be deemed to have returned to regular work status and be paid his regular salary and not charged to vacation or sick leave for those hours actually worked.

For general employees, computation of the forty (40) hour week shall not include any leave times, with the exception of City-recognized holidays and those cases where the employee has taken preapproved vacation leave and is mandated to work overtime; vacation for Fire employees and holidays and vacation for Police employees. As permitted in the Fair Labor Standards Act (FLSA), the City has declared a 7(k) exemption and established work periods for the purposes of computing overtime at 80 hours per 14 days for non-exempt sworn Police employees and 212 hours per 28 days for non-exempt sworn Fire employees. Overtime for fire employees will be managed as agreed in the current Memorandum of Understanding between the City and the Manhattan Beach Firefighter Association. All other employees shall have overtime hours based on a 40-hour per 7-day period.

Per a previous agreement employees in the Police Lieutenant and Battalion Chief positions will be compensated at straight time for overtime worked.

Overtime premium pay shall be paid in accordance with the FLSA, as amended in November, 1985, and with approved Memoranda of Understanding. Certain positions are exempt from the FLSA based on the nature of duties performed and overtime for these positions is only regulated by City policy. The positions in the following categories are exempt from the FLSA:

EXECUTIVE

- City Manager
- Police Chief
- Battalion Chief
- Fire Chief
- Human Resources Director
- Director of Community Development
- Director of Finance
- Director of Parks and Recreation
- Director of Public Works
- Police Captain
- Building Official
- General Services Manager
- Equipment Maintenance Supervisor

Maintenance Superintendent
Utilities Manager
City Engineer
Wastewater and Electrical Supervisor
Water Distribution Supervisor

ADMINISTRATIVE

Lieutenant
Risk Manager
Management Analyst
Senior Human Resources Analyst
Controller
Financial Services Manager
Revenue Services Manager
Information Systems Manager
Administrative Assistant
Legal Secretary
Police Records Supervisor
Senior Management Analyst
Geographic Information Systems Analyst (Resolution 5762)
Senior Planner
Assistant Finance Director
Principal Plan Check Engineer
Recreation Services Manager
Carpenter
Maintenance Worker IV
Human Resources Analyst

PROFESSIONAL

Plan Check Engineer
Senior Civil Engineer
Senior Plan Check Engineer

SECTION 5. Resolution 5898 is hereby further amended to provide that the classifications of Carpenter, Maintenance Worker IV, and Human Resources Analyst shall be placed in the Management/Confidential Salary and Classification Plan under Schedule 2 pursuant to Attachment "B".

SECTION 6. Each and every provision of Resolution 5898 which is not superseded by or inconsistent with the foregoing shall remain in full force and effect.

SECTION 7. The City Clerk shall make this Resolution reasonably available for public inspection within thirty (30) days of the date this Resolution is adopted.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 1st day of August, 2006.

Ayes:
Noes:
Absent:
Abstain:

Mayor, City of Manhattan Beach, California

ATTEST:

City Clerk

City Of Manhattan Beach
Personnel Rules
Attachment C

Classification Plan – Management/Confidential

	<u>Minimum</u>	<u>Maximum</u>
<u>Schedule 1</u>	\$3,654	\$4,751
Accounting Technician Human Resources Technician		
<u>Schedule 2</u>	\$4,172	\$5,423
Budget Analyst Carpenter Community Programs Supervisor Community Services Supervisor Human Resources Analyst Legal Secretary Maintenance Worker IV Management Analyst		
<u>Schedule 3</u>	\$4,679	\$6,083
Police Records Supervisor		
<u>Schedule 4</u>	\$5,263	\$6,845
Administrative Assistant Cultural Arts Manager Equipment Maintenance Supervisor Geographic Information Systems Analyst Recreation Services Manager Senior Human Resources Analyst Senior Management Analyst Senior Planner Water Distribution Supervisor Wastewater and Electrical Supervisor		

August 1, 2006

City of Manhattan Beach
ATTACHMENT C

Res. 6053

	<u>Minimum</u>	<u>Maximum</u>
<u>Schedule 5</u>	\$6,118	\$8,262
Financial Services Manager General Services Manager Revenue Services Manager Senior Civil Engineer Senior Plan Check Engineer		
<u>Schedule 6</u>	\$6,497	\$8,443
Assistant to the City Manager/ Deputy City Manager Building Official City Clerk Controller Principal Plan Check Engineer Risk Manager		
<u>Schedule 7</u>	\$7,290	\$9,476
Assistant Finance Director City Engineer Information Systems Manager Maintenance Superintendent Utilities Manager		
<u>Schedule 8</u>	\$8,354	\$10,864
Director of Community Development Director of Finance Director of Parks and Recreation Human Resources Director		
<u>Schedule 9</u>	\$9,736	\$12,659
Director of Public Works Fire Chief Police Chief		

August 1, 2006

Sworn Management Employees

<u>Schedule 1</u>	<u>Minimum</u>	<u>Maximum</u>
Police Lieutenant	\$8,118	\$9,743
<u>Schedule 2</u>		
Battalion Chief	\$8,384	\$10,480
<u>Schedule 3</u>		
Police Captain	\$9,424	\$11,310

August 1, 2006