

SEIU Local 721
City of Beaumont
General Unit Employees
Memorandum of Understanding

January 1, 2021
through
June 30, 2026



MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BEAUMONT
AND
SEIU LOCAL 721

January 1, 2021 thru June 30, 2026

INDEX

ARTICLE 1: TERM.....	7
ARTICLE 2: RECOGNITION	8
ARTICLE 3: MANAGEMENT RIGHTS	9
ARTICLE 4: EMPLOYEE RIGHTS	10
ARTICLE 5: UNION RIGHTS.....	11
1. REPORTING REQUIREMENTS	11
2. NEW EMPLOYEE ORIENTATION	11
3. VISITS BY UNION REPRESENTATIVES.....	12
4. CONTRACT NEGOTIATIONS	12
6. LOST TIME	12
7. UNION STEWARD PROGRAM	13
8. UNION RELEASE TIME	13
ARTICLE 6: UNION PAYROLL DEDUCTIONS	14
1. AUTHORITY	14
2. PAYROLL DEDUCTIONS.....	14
3. FINANCIAL RECORDS.....	14
5. COMMITTEE ON POLITICAL EDUCATION (COPE) FUND.....	15
ARTICLE 8: RULES, POLICIES AND PROCEDURES	17
ARTICLE 9: WORKING HOURS AND OVERTIME.....	18
1. WORKING HOURS	18
2. ALTERNATE WORK SCHEDULES	18
3. CALL BACK	18
4. STAND-BY DUTY	19
5. OVERTIME	20
6. COMPENSATORY TIME.....	20
7. JURY DUTY	20
8. COURT TIME	20
ARTICLE 10: COMPENSATION.....	22
1. SALARY STEP INCREASE	22
2. RATE OF COMPENSATION HIGHER THAN STARTING.....	22
3. DIRECT DEPOSIT	22
4. DEFERRED COMPENSATION PLAN.....	22
5. SALARY ADJUSTMENTS	23

ARTICLE 11: PREMIUM PAY.....	24
1. EDUCATION AND CERTIFICATION INCENTIVE PAY	24
2. SPECIALIZED SKILL SET PAY	24
3. TRAINER PAY	25
4. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION	25
5. BILINGUAL PAY	25
ARTICLE 12: UNIFORMS.....	26
1. CITY ISSUED UNIFORMS	26
2. UNIFORM ALLOWANCES	26
3. UNIFORM CREDITS.....	27
4. DAMAGED UNIFORMS, CLOTHING, AND APPAREL	28
5. SAFETY BOOTS & SHOES	28
6. UNIFORM COMPENSATION	28
7. SEPARATION FROM SERVICE	29
ARTICLE 13: HEALTH BENEFITS AND INSURANCE	30
1. HEALTH BENEFITS	30
2. LIFE INSURANCE	31
3. SHORT-TERM DISABILITY INSURANCE	31
4. PRO RATA BENEFITS.....	32
ARTICLE 14: SICK LEAVE	33
1. ACCRUAL.....	33
2. REASONS FOR USAGE	33
3. REQUIREMENTS FOR USAGE	34
4. CALPERS SERVICE CREDIT.....	34
5. SICK LEAVE CASH OUT PROVISIONS	34
6. QUALIFIED FAMILY MEMBERS	35
7. PAYOUT DUE TO LAYOFF	35
ARTICLE 15: HOLIDAYS	36
1. RECOGNIZED HOLIDAYS	36
2. PAYMENT FOR HOLIDAYS	36
3. HOLIDAY TIME OFF	38
4. ACCRUAL OF BANKED HOLIDAY TIME	39
5. HOLIDAY BANK CASH-OUT.....	39
6. TERMINATION OF EMPLOYMENT.....	39
ARTICLE 16: VACATION.....	40
1. ACCRUAL RATE	40
2. MAXIMUM ACCUMULATION	41
3. VACATION BANK CASH OUT	41
4. TERMINATION OF EMPLOYMENT.....	41
ARTICLE 17: OTHER LEAVE PROVISIONS.....	ERROR! BOOKMARK NOT DEFINED.
1. BEREAVEMENT LEAVE.....	42

2. LEAVE FOR CHILD-RELATED ACTIVITIES	42
ARTICLE 18: REIMBURSEMENT PROGRAMS	43
1. WELLNESS REIMBURSEMENT.....	43
2. LOSS OF TOOLS.....	43
3. MANDATORY TRAINING, LICENSURE, AND CERTIFICATION.....	43
ARTICLE 19: RETIREMENT	44
1. RETIREMENT FORMULAS AND CALCULATIONS	44
2. RATES OF CONTRIBUTIONS	45
3. ELIGIBILITY FOR PART-TIME EMPLOYEES	45
4. CALPERS SERVICE CREDIT FOR VESTED SICK LEAVE.....	45
ARTICLE 20: PERSONNEL PROVISIONS	46
1. PERFORMANCE EVALUATIONS.....	46
2. INITIAL PROBATIONARY PERIOD.....	46
3. PROMOTIONS OR TRANSFERS.....	46
4. SENIORITY	47
5. CAREER LADDERS	47
6. BIDDING FOR OPEN POSITIONS	48
ARTICLE 21: LABOR MANAGEMENT COMMITTEE	49
ARTICLE 22: JOB CLASSIFICATIONS	50
1. JOB DESCRIPTIONS.....	50
2. RECLASSIFICATIONS	50
3. PARITY	50
ARTICLE 23: REDUCTION IN FORCE.....	51
1. NOTICE OF LAYOFF.....	51
2. DEMOTION OR TRANSFER IN LIEU OF LAYOFF.....	51
3. ORDER OF LAYOFF.....	51
4. BUMPING RIGHTS	52
5. RECALL LIST	52
6. STATUS ON REEMPLOYMENT OR REINSTATEMENT	53
7. SEVERANCE PAY.....	53
ARTICLE 24: DISCIPLINE	54
1. JUST CAUSE	54
2. PROGRESSIVE DISCIPLINE.....	54
3. DISCIPLINARY APPEAL PROCEDURE	56
ARTICLE 25: GRIEVANCE PROCEDURES.....	58
1. PURPOSE.....	58
2. DEFINITION OF A GRIEVANCE	58
3. RIGHTS TO REPRESENTATION	58
4. GRIEVANCE TIMELINES	58
5. GRIEVANCE STEPS	59

6. BINDING ARBITRATION.....	59
ARTICLE 26: SAVINGS CLAUSE.....	61
ATTACHMENT A	62

ARTICLE 1: TERM

THIS MEMORANDUM OF UNDERSTANDING (MOU or Agreement) is entered into between the City of Beaumont, a Municipal Corporation, (the CITY), and the Service Employees International Union, Local 721 (SEIU or the UNION), relative to wages, hours and other terms and conditions of employment.

This Agreement is in effect from January 1, 2021, to 11:59 A.M. (midnight) of June 30, 2026.

This MOU covers employees in full-time, part-time, and seasonal positions in classifications in the General Employees bargaining unit.

ARTICLE 2: RECOGNITION

The CITY hereby recognizes SEIU Local 721 as the only authorized representative of employees presently or hereafter employed by the CITY and eligible for inclusion in the bargaining unit specified in Article 1 of this Agreement. It is understood that this Agreement shall constitute a bar to any petition or request for recognition of any unit that includes classifications of employees covered by this Agreement (see Attachment A to this MOU). Provided, however, that this provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milius-Brown Act, or the Employee-Employer Relations Resolution of the CITY.

Should the CITY create new classifications during the term of this MOU, the CITY shall notify SEIU in writing. The notification shall include a copy of the job description, salary range, and which bargaining unit the classification is being assigned to. Upon request, the CITY and SEIU Local 721 shall meet and confer regarding the appropriateness of the assigned bargaining unit(s).

ARTICLE 3: MANAGEMENT RIGHTS

The Union recognizes and agrees that the CITY and its representatives have the exclusive responsibility and authority for managing and directing all operations and activities of the CITY, including, but not limited to, the exclusive right to determine the composition of its constituent departments, commissions and boards, the processes and the material to be employed; to subcontract any work or operation; to expand or diminish services; the procedures and standards of selection for employment and promotion; determine classification, direct its employees; take disciplinary action (for just cause following any probation period); relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted and to assign work to employees, make reasonable assignments outside normal job classifications when mandated by reduction of personnel, to establish and change work schedules and assignments, to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4: EMPLOYEE RIGHTS

The provisions of this Agreement shall apply to all persons covered by this Agreement without discrimination on account of race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state, or federal laws, nor will there be any discrimination with respect to hiring, retention or any conditions of employment because of membership or activities on behalf of SEIU.

SEIU will accept into membership all eligible persons of the bargaining unit without regard to any protected basis.

ARTICLE 5: UNION RIGHTS

1. REPORTING REQUIREMENTS

The CITY shall notify SEIU of all new employees hired, promoted, demoted, and transferred by the CITY, who are represented under this MOU. The CITY shall provide the following information, in a usable electronic format (preferably Excel), for each employee within fourteen (14) business days of such change in employment status: full name, employee ID number, date of hire, effective date of change in employment status, date of birth, home address, home mailing address (if different), home phone number, personal cell phone number (if known), personal email address (if known), classification, work location, work phone number, salary step, salary/merit anniversary date, and current rate of pay.

2. NEW EMPLOYEE ORIENTATION

The CITY shall notify the UNION of all new employees entering the bargaining unit. For the purpose of this section, new employees shall be defined to include any employee new to the unit represented by SEIU Local 721, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

The CITY shall provide the UNION with no less than ten (10) business days advance written notice of the new employee's date of orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the CITY's operations that was not reasonably foreseeable. Attendance at an orientation shall be mandatory for each new employee.

The CITY agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative during the orientation to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. The UNION's presentation may include written, audio, and/or visual materials. No management representative shall be present during the UNION's presentation.

In the event the union representative providing the orientation is a City employee, they shall be provided with paid release time in accordance with Sections 7 and 8 of this Article.

The UNION shall provide the following to the CITY, for inclusion in their orientation packet, to be distributed at the orientation:

- Application for union membership
- Copy of the current MOU
- Contact information of the designated union representative(s)

Violations of this section are subject to the grievance procedure outlined in Article 25.

3. VISITS BY UNION REPRESENTATIVES

Representatives from the Union will be granted reasonable access to City facilities and employees in the bargaining unit for the purpose of investigating grievances and to conduct official union business. The visits shall not interfere with the normal operations of the City.

The CITY agrees to provide the Union with a meeting room in the City to allow the Union to be easily accessible to bargaining unit employees on a regular basis for informational purposes. The date, time, location, and intervals of such union office hours shall be mutually agreed upon by the parties.

4. CONTRACT NEGOTIATIONS

The CITY agrees to allow up to six (6) employees to be released for contract negotiations. The UNION understands they may have no more than one (1) employee from each classification unless they are assigned to different departments. The bargaining team shall be permitted to attend negotiation sessions and any required caucus time during work hours with pay. There shall be no overtime compensation for negotiation sessions or any caucus time held outside of regularly scheduled work hours.

5. Bulletin Boards

The Union will be allowed to use space on bulletin boards designated by the CITY to post notices regarding union business.

6. LOST TIME

With the express written consent of the City Manager, one (1) permanent full-time employee at a time may be granted a paid leave of absence, not to exceed ten (10) working days per request and to be reimbursed by the Union (Lost Time), to participate in union activities. Requests must be made in writing and submitted to the City Manager no later than fourteen (14) days before the paid leave of absence for lost time is to commence. The City Manager in his/her sole discretion may authorize or deny the request for the paid leave of absence for lost time based upon the operational needs of the CITY.

An employee on a paid leave of absence during lost time will remain on the City's payroll and continue to be eligible for all benefits and accruals in the same manner if he/she were on any other type of paid leave of absence with the City, such as vacation or sick leave. The CITY will bill SEIU for the employee's compensation and for benefits provided to the employee during the paid leave of absence for lost time. The Union will reimburse the CITY within fourteen (14) days of receiving an invoice for such expense(s).

7. UNION STEWARD PROGRAM

SEIU may elect or appoint one (1) Steward in each department. Stewards are recognized as representatives of SEIU in the City with the power to bind SEIU in all matters pertaining to this MOU. SEIU agrees to notify the CITY in writing of the names of its Stewards and the effective dates of their election or appointment.

There shall be no union activity on City time or premises except as provided for in this MOU. A Steward is permitted paid release time, without any loss of compensation or benefits, to represent SEIU in grievances, administrative interviews, Skelly hearings, arbitration, PERB hearings, court, or depositions consistent with the representational rights granted by the Meyers-Milias-Brown Act. Upon request, Stewards shall also be permitted a reasonable amount of preparation time pursuant to this provision. A Steward will not absent him/herself from his/her work without first obtaining the permission of the department. To obtain permission the Steward shall identify: a) the specific reason for requesting permission, b) the employee(s) to be represented, and c) the general issue involved. SEIU agrees that the provision of City services is not to be negatively affected by any Steward activity permitted by this provision. Subject to the foregoing, the CITY will not unreasonably withhold permission.

Stewards shall not be entitled to make any claim for compensation or benefits for time spent on steward business during the Steward's non-regular working hours.

8. UNION RELEASE TIME

Chapter Board Members and Stewards will each be allowed a paid leave of absence, for up to five (5) hours per month, for union release time to attend meetings and/or training. Such union release time may accrue for up to a maximum of forty (40) hours each calendar year. There shall be no more than one (1) Steward per department and five (5) Chapter Board Members on a paid leave of absence for union release time at any given time. SEIU agrees City services should not be negatively affected by the use of union release time and the use of such time is subject to prior written approval by the employee's manager/supervisor. Subject to the foregoing, but the CITY will not unreasonably withhold permission.

In addition, an employee elected, or appointed, as an Executive Board Member shall be allowed a paid leave of absence for one (1) shift per month for the purpose of traveling to, and attending, the monthly Executive Board and/or Regional Council meetings.

ARTICLE 6: UNION PAYROLL DEDUCTIONS

1. AUTHORITY

The CITY and SEIU mutually understand and agree that, as a result of the State of California's adoption of Government Code §3502.5, all employees in the bargaining unit represented by the Union have the right to join or not join the Union. Employees that join SEIU are required to pay membership dues, via automatic payroll deductions each pay period, to remain in good standing with the Union.

2. PAYROLL DEDUCTIONS

- (a) The CITY shall provide each employee hired into an SEIU represented position with an application for union membership in SEIU. Such application shall be provided by the Union and requires the employee's signature to authorize a payroll deduction of Union membership dues.
- (b) Upon written notice from SEIU, or upon receipt of the completed application authorizing the payroll deductions, the CITY shall begin the applicable deduction each pay period no later than the beginning of the first pay period commencing after such notice or receipt of authorization by the CITY.
- (c) The Union shall advise the CITY, in writing, of the rate or amounts to be deducted. Any change in the rate or amounts will be submitted to the CITY, in writing, at least fourteen (14) days prior to the effective date of such change.
- (d) All payroll deductions shall be electronically remitted to the Union no later than fourteen (14) calendar days after the end of the month. The CITY shall also provide an itemized statement, in a usable electronic format (preferably Excel), detailing each employee's: full name, employee ID number, classification, date of hire, work status (ex: full time, part time, hourly, seasonal, etc.), work address, home address, home mailing address (if different), home phone number, work phone number, personal cell phone number (if known), personal email address (if known), annual base salary amount; base salary earned per pay period; hourly rate; salary step, salary/merit/anniversary date, total hours worked in the pay period, current rate of pay, amount of the deduction, and category of deduction (i.e. dues or COPE).

3. FINANCIAL RECORDS

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, upon request, to the CITY and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial

report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under Labor Management Disclosure Act of 1959 or Government Code §3456.5 shall satisfy this requirement.

4. INDEMNITY CLAUSE

The Union shall indemnify, defend, and hold the CITY harmless against any liability arising from any claims, demands, or other action relating to the CITY's compliance with the provisions of this Article.

5. COMMITTEE ON POLITICAL EDUCATION (COPE) FUND

Employees may elect to have voluntary contributions deducted from each paycheck for SEIU Local 721's COPE Fund. The Union shall advise the CITY, in writing, of the amounts to be deducted. Any change in the amounts will be submitted to the CITY, in writing, at least fourteen (14) days prior to the effective date of such change. Once authorized, payroll deductions for COPE shall be continued until such authorization is revoked in writing with the UNION.

ARTICLE 8: RULES, POLICIES AND PROCEDURES

There exists the City's Personnel Manual (also referred to as the Employee Handbook) which was adopted by the City Council on June 30, 2009 and the Employer-Employee Relations Resolution No. 1978-16 (ERR), which are incorporated herein by this reference and which shall remain in effect during the term of this Agreement, unless modified by mutual agreement. It is understood and agreed the provisions of this MOU shall prevail when there is an inconsistency between this Agreement and the Employee Handbook or ERR.

ARTICLE 9: WORKING HOURS AND OVERTIME

1. WORKING HOURS

The CITY's official workweek shall be Monday through Friday from 6:00 A.M. to 5:30 P.M.

An employee who performs any work outside of the CITY's official workweek hours, excluding employees in classifications working regularly scheduled shifts to provide 24/7 shift coverage, shall be compensated at the appropriate overtime rate allowed per Section 5 of this Article. An employee's regularly scheduled work hours shall not be adjusted to avoid the payment of overtime, unless mutually agreed to by the employee. Such agreement must be made voluntarily, absent any coercion and/or threat of reprisal.

Employees shall be given written notice no less than fourteen (14) calendar days before assigned work schedules are changed, unless agreed to otherwise by the employee. Such agreement must be made voluntarily, absent any coercion and/or threat of reprisal.

Employees who work less than their regularly scheduled shift must use sick, vacation, compensatory time, or holiday accrual for the work hours missed or they will be deemed absent without pay.

2. ALTERNATE WORK SCHEDULES

An employee may request to work an alternative work schedule, not to exceed forty (40) hours per work week, which may be allowed with prior written approval of the Department Head.

3. CALL BACK

(a) Call Back Defined:

Call back is defined as an employee being requested to perform work for the CITY outside of their regularly scheduled shift hours, excluding any pre-scheduled overtime. Call backs include, but are not limited to, responding to a duty station, responding to an off-site location, remote trouble shooting, and/or telephonic consultations.

(b) Minimum Call Back Time:

An employee shall be compensated a minimum of two (2) hours for each call back. Hours worked during each call back, in excess of two (2) hours, shall be paid on an hour-by-hour basis. Only call backs occurring within the same two (2) hour minimum period shall be considered one call back for the purpose of the minimum

payment. Additional call back(s), occurring outside of the first two hours of a call back, shall be subject to the two (2) hour minimum payment(s). Once verbal confirmation of a call back has been received by the employee, the employee shall receive the minimum two (2) hour compensation, even if they are canceled prior to responding.

(c) Compensation for Call Back:

Compensation for call back begins when the employee receives verbal confirmation of the request for call back (i.e. phone call, page, etc.). Call back time shall be compensated at the applicable overtime rate, except for call back time which occurs on a holiday (excluding the Day Following Christmas, Christmas Eve, and New Year's Eve), as per Article 15, shall be paid at two times (2x) the employee's regular rate of pay.

4. STAND-BY DUTY

The CITY agrees to the following definition of stand-by duty. Stand-by duty requires the employee so assigned:

1. To be ready to respond to calls for service within one (1) hour of the request; and
2. To be reachable by telephone; and
3. To remain within a specified distance from his/her work station; and
4. To refrain from activities which might impair his/her ability to respond immediately.
5. Such paid time shall be authorized only by the City Manager or designee, prior to assignment.
6. Compensation for stand-by pay will be paid at the employee's overtime rate of pay and shall be calculated as follows:
 - (a) One (1) hour for each weekday on stand-by duty; and
 - (b) Two (2) hours for each weekend day on stand-by duty; and
 - (c) Two (2) hours for each holiday on stand-by duty. This is to be paid in addition to (a) and (b) above.
7. An employee called back to work as a result of stand-by shall be compensated at the overtime rate, in accordance with the call back pay provisions in Section 3 of this Article.

5. OVERTIME

Overtime will be compensated, for actual hours worked, at the rate of time and one-half (1½) in accordance with federal regulations. FLSA exempt employees are not eligible for overtime. Overtime is based on actual hours worked and does not include hours the employee is absent from work, but remains in a paid status, such as vacation, holiday, and sick leave.

Overtime worked on a holiday (excluding the Day Following Christmas, Christmas Eve, and New Year's Eve) shall be paid at double (2X) the employee's regular rate of pay for all hours actually worked on the holiday.

6. COMPENSATORY TIME

At the option of the employee, the employee may elect to bank overtime hours at the rate of time and one-half (1½) hours for each overtime hour. Overtime will be calculated as stated in Section 5 of this Article. FLSA exempt employees are not eligible for compensatory time.

Compensatory time off shall reduce the compensatory time banked on an hour-for-hour basis, since the time worked is banked at time and one-half (1½) times the hours worked. If the employee requests that some compensatory time banked be paid in cash, it shall be paid on an hour-for-hour basis. Compensatory time off may be requested, and taken, in any hourly increment (i.e. one hour up to the entire scheduled shift). Compensatory time off shall be scheduled by mutual agreement between the employee and supervisor. Time off shall be granted within a reasonable time after requested unless it would disrupt the operation of the CITY. On the last payroll of each calendar year, the employee will receive a cash-out of all compensatory time remaining in their compensatory time bank from that same calendar year. Compensatory time will be cashed out at the employee's current rate of pay at the time of the payment.

Compensatory time may be accrued up to the maximum limits allowed per FLSA regulations.

By prior written approval from the City Manager, employees shall have the option of not receiving a cash-out for the sole purpose of a planned extended leave due to special circumstances.

7. JURY DUTY

All employees shall be entitled to their regular pay for those hours of absence from their regularly scheduled shift(s), due to performance of the jury duty, for up to a period of twenty-two (22) working days. Any jury duty fees received for such service, exclusive of mileage or in excess of the twenty-two (22) working days, must be submitted to the City for deposit in the General Fund. An employee serving jury duty shall be required to obtain an attendance slip from the court to be submitted with his/her timesheet.

8. COURT TIME

Any employee who is subpoenaed as a witness in a case involving the City, its personnel, and/or property, shall be entitled to his/her regular pay for those hours of absence falling on a regular work shift. If the employee is subpoenaed to appear on a day off, he/she shall be compensated at

one and one-half (1½) times their normal hourly rate of pay for the time they appear, with a minimum payment of two (2) hours per court appearance.

ARTICLE 10: COMPENSATION

1. SALARY STEP INCREASE

Each employee may (until reaching the maximum step for a salary range), on his/her anniversary date, be eligible for a 2.5% salary step increase within the approved salary range. The CITY retains the right to approve or deny any salary step increase, for reasonable cause, after formal evaluation of said employee, which shall occur every year on or about the employee's anniversary date. In the event the CITY fails to provide the employee with a formal evaluation within thirty (30) calendar days of said anniversary date, the employee shall be deemed proficient and automatically receive the salary step increase. Once an employee reaches top step, each following year with a meets standards or higher evaluation will receive a 2.5% base salary lump sum payment. This lump sum payment is not reportable to CalPERS as special compensation per CCR 571(b).

2. RATE OF COMPENSATION HIGHER THAN STARTING

When an employee is hired to fill a specific position within the City, and his/her qualifications and/or experience justifies a rate of pay higher than the posted starting pay, the City Manager may, at his/her sole discretion, approve a starting pay anywhere within the salary range for that position.

3. DIRECT DEPOSIT

As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution. An employee may elect to receive payment via live check due to personal circumstances.

4. DEFERRED COMPENSATION PLAN

A. CITY's Deferred Compensation Plan:

The CITY agrees to continue to make a Deferred Compensation Plan available to employees. Employees may elect to make voluntary contributions on their own behalf, up to the legal limits, via automatic payroll deductions. As of January 29, 2016, the CITY no longer matches those contributions.

B. Medical Waiver Contribution:

If an employee chooses to not participate in the CITY's Cafeteria Plan, and the employee has alternate medical health insurance coverage, the employee may opt to waive medical coverage and have the monthly premium for the most current Kaiser employee only (single) rate contributed into a City Deferred Compensation Plan. The CITY does not match those contributions. Employees must make arrangements to participate in the City's Deferred Compensation Plan.

5. SALARY ADJUSTMENTS

A. SALARY INCREASES:

Effective upon signing or after ratification of the MOU by the City Council, (whichever is later);

1. Increase salary ranges for all classifications in the bargaining unit to the median of the agencies compared in the study. The median shall be determined at top step of each range, and all steps below top step will be adjusted accordingly.
 - a. Building Plans Examiner – 7.5%
 - b. Bus Driver – 7.5%
 - c. HR/Payroll Technician – 5%
 - d. IT Analyst – 25%
 - e. WW Collections System Workers – 5%
 - f. WW Plant Operators – 15%
2. Salary steps shall be reduced from 5% to 2.5%, with an adjustment to the number of steps to maintain the range if necessary.
3. Merit increases for those below top step shall be in 2.5% increments for those who qualify for a merit increase.

B. COST OF LIVING ADJUSTMENT:

1. Beginning July 1, 2023, increase salaries by CPI (with a minimum of 2% and a maximum of 5%) using the Inland Empire/Riverside index for general costs, for the two years ending the previous November 30. (Example: increase on July 1, 2023 shall be based on the increase in CPI for the two year period ending November 30, 2022).
4. Beginning July 1, 2025, increase salaries by CPI (with a minimum of 2% and a maximum of 5%) using the Inland Empire/Riverside index for general costs, for the two years ending the previous November 30.
5. If the City's general fund revenues exceed the budgeted general fund revenues by 10% for any fiscal year, as determined by the City's annual financial audit, the City will offer a one-time 2.5% of base salary, lump sum, with the first payroll distribution in the calendar month beginning after publication of the City's audited financial statements. This lump sum payment may be reportable to CalPERS as special compensation depending on that fiscal year circumstances. Payroll will coordinate with CalPERS when issuing for appropriate reporting.
6. The parties agree that if there is no successor MOU in place as of June 30, 2026 the City will have no obligation to continue to grant additional increases based on CPI or otherwise. The City will be obligated to provide only those increases (if any) agreed to by the parties in a successor MOU or imposed by the City after impasse procedures are exhausted.

ARTICLE 11: PREMIUM PAY

1. EDUCATION AND CERTIFICATION INCENTIVE PAY

Each employee shall receive a premium pay in the percentage of base salary , as indicated, if they obtain the following:

- (a) AA Degree; or AS Degree; or a (1) job-related certification – two and one half percent (2½%)
- (b) BA Degree; or BS Degree; or a secondary (2) job-related certification –five percent (5%).
- (c) Master’s Degree; or Doctorate Degree; or additional (3 or more) job-related certifications – two and one-half percent (2½%)

To be eligible for the premium pay:

College degrees must have been obtained from an academic institution accredited by the Western Association of Schools and Colleges, or an accrediting organization recognized by the Council of Post-Secondary Education.

Job-related certifications must be directly related to the performance of the employee’s duties and employees must obtain prior written approval by the City Manager, or designee.

A list of eligible certifications shall be maintained by Human Resources and made available upon request, but shall include Notary. The CITY reserves the right to determine the number of employees needed per certification.

The employee will receive the premium pay beginning the next full pay period after submission of the documentation showing completion to the City Manager. It is the employee’s responsibility to submit the required documents in a timely manner to receive the full benefits of the premium pay.

Upon written request, the CITY agrees to meet and consult with SEIU in October of each year to discuss the list of eligible certifications for each classification. Changes (if any) shall be effective the following July 1.

2. SPECIALIZED SKILL SET PAY

An employee who demonstrates competency in a specialized skill set, including certification and/or licensure not required as part of the core job description, which is deemed to be beneficial

to the efficient operations of the City or a specific department, shall be eligible to receive up to a premium pay of five percent (5%) of base salary for his/her specialized skill set. Such pay is subject to prior written authorization of the City Manager, who shall retain sole discretion in determining the percentage of pay, type of skill set, and number of employees required per skill set. Once an employee is authorized to receive Specialized Skill Set Pay, the CITY shall continue to reimburse the employee for the cost of maintaining such certification and/or licensure, including but not limited to any required continuing education, recertification fees, licensure fees, and/or examination fees. Upon request, and with written approval of the City Manager at his/her sole discretion, the employee may be reimbursed for the cost of his/her initial certification, training, and/or licensure in the specialized skill set. The skill set does not have to be directly related to the performance of the employee's duties. An approved specialized skill, which also requires certification or licensure, may entitle the employee to receive premium pay allowed under both Section 1 and 2 of this Article.

3. TRAINER PAY

Any employee who is assigned in writing by the CITY a trainee for the purpose of initial and/or remedial training, shall receive an additional two dollars (\$2.00) per hour for the actual hours of training time.

4. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION

When an employee is assigned to a different job classification for more than thirty (30) consecutive days, he/she shall receive an additional five (5%) percent differential pay, retroactive to the first day of service in the higher classification. Such assignments shall be voluntary and shall not exceed 960 hours in a fiscal year (July 1-June 30) except when the assignment to a higher classification is made because the higher position is temporarily available because of another employee's leave of absence. When the assignment to a higher classification is made because the higher position is temporarily available because of another employee's leave of absence, the assignment may not exceed six (6) consecutive months in length without mutual agreement of the City Manager and the employee.

5. BILINGUAL PAY

Employees who have been certified using a City designated language proficiency test as being fluent in sign language or other secondary language shall receive a dollar fifty (\$1.50) per hour. Once certified, an employee shall not be required to be recertified as a condition of continued receipt of premium pay.

ARTICLE 12: UNIFORMS

1. CITY ISSUED UNIFORMS

The CITY shall supply uniforms, at the CITY's expense, for all employees in the following classification series:

Building Grounds Maintenance Workers
Bus Drivers
Mechanics
Lead Building Grounds Maintenance Workers
Lead Bus Driver
Street Maintenance Workers
Wastewater Operators
Wastewater Collection System Workers

The CITY shall provide a minimum of eleven (11) shirts, eleven (11) pants, one (1) jacket, raingear, a safety vest, safety gloves, safety glasses, and ear protection.

The CITY shall pay for the cleaning, maintenance, and replacement of these uniforms and apparel. Employees are required to launder and/or service these uniforms through the CITY's vendor.

Employees have the option to purchase City uniforms, at their own cost, through the City's approved vendor(s). Employees will be required to reimburse the CITY for such optional uniform purchases.

At the employee's request, the City will provide tinted safety goggles suitable for their work to employees in the above classifications. At the employee's request, the City will provide safety gloves of the employee's choice, so long as they are suitable for their work. These alternative safety goggles and/or gloves shall be in a similar price range as the safety goggles and safety gloves otherwise provided by the City.

2. UNIFORM ALLOWANCES

The CITY shall provide the initial set of uniforms at no cost to the employee and then pay a uniform allowance of one hundred dollars (\$100.00) per month to employees in the following classification series, who are required by the CITY to wear a uniform:

Animal Control Officers
Building Inspectors
Community Enhancement Officers
Public Works Inspectors

Employees in these classifications shall not receive any other compensation for the purchase, cleaning, maintenance, or replacement of these uniforms, except as allowed under Section 4 below.

Employees must order their uniforms from the City's approved vendor(s) and will be required to reimburse the CITY for all uniform purchases.

3. UNIFORM CREDITS

The CITY shall provide six (6) uniform credits, upon hire and on January 1st of each year, to be used to purchase uniforms on a semi-annual basis through a CITY vendor, to employees in the following classification series, who have the option to wear a CITY uniform:

Account Technicians
Assistant Engineer
Assistant Planner
Associate Planner
Customer Service Coordinators
Engineering Development Technicians
GIS Analyst
Human Resources/Payroll Technician
IT Analyst I/II
Management Analysts
Planning/Building Permit Technicians
Plans Examiner
Procurement Contract Specialist
Recreation Specialist ½ Credit

Uniform credits may be used in any combination of the following options:

One (1) credit can be used to purchase one (1) shirt or (2) hats.

Two (2) credits can be used to purchase one (1) sweater or one (1) sweatshirt.

Three (3) credits can be used to purchase one (1) jacket.

The CITY shall pay for embroidery of the City logo, employee's name, and department on uniforms purchased using uniform credits. Employees may not accrue uniform credits and any unused uniform credits will expire at the end of each calendar year.

Employees in all of the above classifications shall not receive any other compensation for the purchase, cleaning, maintenance, or replacement of these uniforms, except as allowed under Section 4 below.

Employees who do not have any uniform credits available for use may purchase City uniforms, at their own cost, through the City's approved vendor(s). Employees will be required to reimburse the CITY for such additional optional uniform purchases.

4. DAMAGED UNIFORMS, CLOTHING, AND APPAREL

The CITY shall provide reimbursement (full cost plus tax), at no cost to the employee, for any uniform, clothing, and/or apparel that becomes damaged during the course of an employee performing their job duties for the CITY.

No reimbursements shall be made for normal wear and tear. Unless an employee is in a classification which is provided a City issued uniform, the employee must use their uniform credits or uniform allowance for normal replacement costs.

5. SAFETY BOOTS & SHOES

The CITY shall provide each eligible employee with an annual allowance of up to three hundred (\$300.00) dollars per calendar year for reimbursement of the purchase of safety boots and/or shoes. The types of acceptable safety footwear will be defined in the City's Dress Code Policy. Employees in the following classification series, which require the wearing of durable, reinforced protective work boots or shoes for personal safety to help protect against impact or punctures due to the nature of their job duties, are eligible:

Animal Control Officers
Building Inspectors
Bus Drivers
Community Enhancement Officers
Equipment Mechanics
Equipment Operators
Maintenance Workers (including Building/Grounds and Streets)
Public Works Inspector
Wastewater Operators
Wastewater Collection System Workers

It will be the responsibility of the employee to submit receipts with their requests for reimbursement to the Human Resources department in order to receive reimbursement. The CITY shall pay this reimbursement on a quarterly basis in January, April, July, and October for the preceding three (3) months. In years of hire and separation, the amount will be prorated and any overpayments to the employee will be refunded to the CITY by date of separation.

6. UNIFORM COMPENSATION

Upon written request, the CITY agrees to meet and consult with SEIU in October of each year to discuss which classifications are eligible to receive City issued uniforms, a uniform allowance, uniform credits, and/or any other issue pertaining to compensation for the wearing and maintenance of CITY uniforms. Changes (if any) shall be effective the following January 1.

7. SEPARATION FROM SERVICE

Employees shall be required to return all uniforms to the CITY upon separation from service. This shall include uniforms supplied by the CITY, purchased by uniform credits, purchased by the uniform allowance, and additional uniforms bearing the City logo/name which were purchased by the employee at their own cost.

ARTICLE 13: HEALTH BENEFITS AND INSURANCE

1. HEALTH BENEFITS

A. The CITY agrees to continue to contract for medical, dental, and vision insurance plan coverage that is comparable to the plans in existence on December 31, 2015 for the single employee and up to the family level. Employees will be provided with a choice of medical insurance plans which may include up to a twenty-five dollar (\$25.00) co-pay. Employees enrolled in the Kaiser medical insurance plan will have vision available to them through a vision rider. Employees must enroll in a City sponsored health plan unless the employee provides proof they are covered by another acceptable health plan, as determined by the City's Human Resource Department.

B. Cafeteria Plan:

Effective July 1, 2016, the CITY converted to a Cafeteria Plan wherein the CITY makes monthly contributions to each eligible employee.

The Cafeteria Plan contributions may be used for any of the following options, or any combination thereof:

- Option 1: Enroll in a City sponsored medical plan. Payment for premiums for the employee, employee's spouse, registered domestic partner, and/or dependents;
- Option 2: Enroll in a City sponsored dental plan. Payment for premiums for the employee, employee's spouse, registered domestic partner, and/or dependents;
- Option 3: Enroll in a City sponsored vision plan. Payment for premiums for the employee, employee's spouse, registered domestic partner, and/or dependents;
- Option 4: Payment for premiums on any supplemental insurance plan(s) offered by the City.

There is no cash-back of the remaining contribution amounts, if any, to the employee after the payment of the selected premium(s). The employee may use the medical contribution amount to pay for medical, dental, vision, and/or any supplemental plans offered by the CITY; however, the dental contribution amount may only be used for the payment of dental premiums and the vision contribution amount may only be used for the payment of vision premiums. The employee shall be responsible for the remaining payment(s), through payroll deductions, of

any premiums selected which are in excess of the monthly contribution amounts provided by the CITY.

C. Cafeteria Plan Contributions:

Effective January 1, 2019, the CITY agrees to make monthly contributions on behalf of each eligible employee up to a maximum of \$1,675 to be used for the options available as described in subpart (B) above.

If the combined premiums for Healthcare, Dental, and Vision insurance increase more than 5% from their January 2022 rates, then the parties agree to meet and confer about increasing the Cafeteria Plan Contribution. The parties agree to hold additional reopeners in this regard if, subsequent to triggering the initial meet and confer, measuring the combined premium increases (cumulative to the triggering date) for the subsequent year(s) shows subsequent premium increases of more than 5%.

D. Medical Waiver Option:

Employees may elect not to participate in the Cafeteria Plan. Employees who on or before March 31, 2022, elect to not participate in the Cafeteria Plan and can show adequate proof of a qualifying alternative group health plan, by complying with the verification requirements described below, shall receive cash in lieu in an amount equal to the most current Kaiser employee only (single) monthly premium rate [as of January 1, 2022, the single rate is \$727.26]. Cash in lieu is not to be considered as pensionable compensation for the purposes of CalPERS. Such qualifying alternative health plan coverage must be verified initially and thereafter on an annual basis by signing a verification that complies with the Affordable Care Act, which is available from the City's Human resources Department (HR), and submitting it to HR. The alternative group health plan coverage must be maintained for the entire calendar year. After April 1, 2022 employees who opt out of the Cafeteria Plan will not receive any cash in lieu of health insurance.

2. LIFE INSURANCE

The CITY agrees to provide group term life insurance up to fifty thousand dollars (\$50,000) for each employee.

3. SHORT-TERM DISABILITY INSURANCE

The CITY agrees to maintain the short-term disability coverage at the levels in effect on January 1, 2014 for full-time employees.

4. PRO RATA BENEFITS

A. Part-Time Employees

The CITY will provide part-time employees with benefits on a pro rata basis as follows:

1. Employees regularly scheduled to work twenty (20) hours or less per week shall not receive any (0%) benefits. Such employees may purchase CITY sponsored health plans, for themselves and their families, at their own expense via payroll deductions.
2. Employees regularly scheduled to work for twenty-one (21) to twenty-four (24) hours per week shall receive fifty percent (50%) of the benefits provided to full-time employees, excluding any health benefits. Such employees may purchase CITY sponsored health plans, for themselves and their families, at their own expense via payroll deductions.
3. Employees regularly scheduled to work for twenty-five (25) to twenty-nine (29) hours per week shall receive seventy-five (75%) of the benefits provided to full-time employees, excluding any health benefits. Such employees may purchase CITY sponsored health plans, for themselves and their families, at their own expense via payroll deductions.
4. Employees regularly scheduled to work for thirty (30) hours or more each week shall receive one hundred percent (100%) of all benefits provided to full-time employees, including health benefits.

Part-time employees who are regularly scheduled to work for more or less than their designated weekly hours for a fiscal year quarter will be re-characterized at the end of that quarter based on their actual work pattern during that quarter.

B. Seasonal Employees

The CITY does not provide seasonal employees with any (0%) benefits.

ARTICLE 14: SICK LEAVE

1. ACCRUAL

Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period, for a total of ninety-six (96) hours annually, for full-time employees.

Part-time employees shall be credited with a minimum of three (3) sick leave days, or three times (3×) their regularly scheduled daily shift hours, whichever is greater, on July 1st of each year. For example, a part-time employee scheduled to work eight (8) hour days would receive twenty-four (24) hours while a part-time employee scheduled to work ten (10) hour days would receive thirty (30) hours.

Effective January 1, 2016, each employee is limited to a maximum sick leave accumulation of one thousand (1,000) hours.

Employees who had accumulated greater than one thousand (1,000) hours, prior to January 1, 2016, shall be allowed to retain all such accumulated sick leave hours in excess of this new maximum accumulation limit. The cash-out vesting schedule and provisions shall apply to any such excess accumulation. The parties agree these employees will not continue to accrue any additional sick leave hours until their sick leave balance is reduced to one thousand (1,000) hours or less.

2. REASONS FOR USAGE

Sick leave may be used to cover an employee's absence due to any of the following:

- (a) The diagnosis, care, or treatment of an existing health condition of, or preventative care for, of an employee.
- (b) The diagnosis, care, or treatment of an existing health condition of, or preventative care for, a qualified family member.
- (c) The employee is a victim of domestic violence, sexual assault, or stalking.
- (d) Any other leave of absence as allowed by law, including pregnancy and/or complications related to pregnancy.
- (e) Any additional reason that may be required by California labor code §246.5(a).

3. REQUIREMENTS FOR USAGE

An employee may use accrued sick leave upon a written or verbal request. If the need to use sick leave is foreseeable, the employee must provide reasonable advance notice. If the need to use sick leave is unforeseeable, notice must be given as soon as practicable.

An employee who finds they are unable to report for duty and must use sick leave for a qualifying event shall contact his/her supervisor at least one (1) hour prior to their scheduled start time, unless the need to use sick leave is not foreseeable or extenuating circumstances prevent this. Acceptable forms of contact are direct voice or via electronic message (text, e-mail, or voice mail) between the employee and his/her supervisor, unless the employee is otherwise directed in writing by his/her supervisor prior to the absence.

The CITY shall not require an employee to provide certification from a healthcare provider for sick leave use of three (3) consecutive work days or less.

Unless the need to use sick leave is not foreseeable, employees shall provide as much advance notice as possible, and obtain approval from their supervisor, prior to utilizing sick leave for preventative care appointments with their health care providers.

4. CALPERS SERVICE CREDIT

The CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.

5. SICK LEAVE CASH OUT PROVISIONS

A. An employee may make an irrevocable election each December to receive payment of up to eighty (80) hours of the sick leave to be accrued in the following calendar year. The employee is eligible to make the request provided that the employee is fully vested (7 years) and has a minimum of 160 sick hours in the sick hours bank at the time the irrevocable election is made in December. Such payments will be made by separate check with the payroll distribution for the first full pay period in July unless the employee requests equal quarterly payments. Cash payment shall only be made for sick leave accrued that has not yet been used by the employee by the payment date. The City will provide the form for the employee to make the irrevocable election. The form shall be submitted to the City's Human Resources Department no later than December 15 of each year or employee will waive his/her right to elect to cash out sick leave for the following year. The only exception to this deadline is if the employee experiences an unforeseeable event after the deadline. In those circumstances, the employee can seek to make an initial election, or increase the number of hours elected (subject to all the other requirements and limitations as set forth herein) by submitting the City's election form to the City's Human Resources Department. The City Manager shall make a determination if the exception applies and the City Manager determination shall be final and not subject to any grievance procedure or appeal process.

- B. If an employee leaves the City with at least seven (7) years of service, the employee may elect to receive a lump sum payment of the total value (100%) of their accumulated sick leave.

If the employee leaves the City prior to completing seven (7) years of service, then the employee is eligible for sick leave cash out using the following vesting schedule. This payment will be determined by a graduating scale that increases by fifteen percent (15%) for each year of service completed. All sick leave vesting levels shall begin after the completion of initial probation and the second (2nd) year of service. A year of service will be considered completed when the employee reaches the anniversary date of their initial employment.

Year Completed	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
% Vested	0%	30%	45%	60%	75%	90%	100%

Accumulated sick leave hours will be paid out at the time of separation from service at the employee's hourly rate at the time of separation.

- C. Previously accrued and unused sick leave that was not paid out at the time of separation will be reinstated if an employee is re-hired within one (1) year from the date of separation.

6. QUALIFIED FAMILY MEMBERS

For the purpose of this Article, qualified family members include: parent, parent-in-law, child (including biological, step, adopted, foster, grand, acting as loco parentis, or any form of legal guardianship), spouse, grandparent, sibling, and registered domestic partner.

Employees may use up to the full amount of their annual accrual of sick leave to attend to the illness of a qualified family member each calendar year. It is understood the CITY may not require the employee to provide certification from a healthcare provider for sick leave use for a qualified family member, unless the time used exceeds the annual allowance provided by law.

The City is prohibited from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating against an employee for using, or attempting to exercise the right to use sick leave for a qualified family member.

7. PAYOUT DUE TO LAYOFF

Employees who are scheduled for layoff as a result of a reduction in work force shall receive, at the option of the employee, either a lump sum payment equal to one hundred percent (100%) of accumulated sick leave at the time of the layoff, or one hundred percent (100%) of accumulated sick leave for conversion to CalPERS service credit if the employee chooses to retire in lieu of layoff. All accumulated sick leave will be paid out at the employee's current hourly rate at the time of the layoff.

ARTICLE 15: HOLIDAYS

1. RECOGNIZED HOLIDAYS

A holiday shall cover a twenty-four (24)-hour period beginning at 12:00 A.M. and ending at 11:59 P.M. The CITY shall recognize the following paid holidays during the term of this MOU, as follows:

RECOGNIZED HOLIDAYS	Actual Holiday
New Year's Day	January 1 st
Martin Luther King Jr. Day	3 rd Mon in Jan
President's Day	3 rd Mon in Feb
Memorial Day	Last Mon in May
Independence Day	July 4 th
Labor Day	1 st Mon in Sept
Indigenous People's Day	2 nd Mon in Oct
Veterans Day	November 11 th
Thanksgiving	4 th Thur in Nov
Friday after Thanksgiving	Fri after 4 th Thur in Nov
Christmas Eve	December 24 th
Christmas Day	December 25 th
Day following Christmas	December 26 th
New Year's Eve	December 31 st
Recognized Holidays per Year:	14

* This holiday is excluded from the payment of double time (2X) as required under Section 2(b) of this Article, and the payment of time-and-a-half (1X) as required under Section 2(c) of this Article. Additionally, this holiday is paid as a recognized holiday only if the date of the actual holiday falls on a weekday.

2. PAYMENT FOR HOLIDAYS

(a) Not Working the Holiday on a Regularly Scheduled Shift:

An employee whose regularly scheduled work day falls on a recognized holiday, but they do not actually work the holiday, shall be paid for the holiday at an hour-for-hour rate, at the employee's regular hourly rate of pay, for each hour of the employee's regularly scheduled shift for that day. For example, an employee whose regular work day is a ten (10) hour shift, would receive ten (10)

hours of holiday pay. An employee whose regular work day is an eight (8) hour shift, would receive eight (8) hours of holiday pay.

An employee, not working the holiday on their regularly scheduled shift, does not have the option to bank the holiday hours for that shift.

(b) Working the Holiday on Overtime:

An employee who works overtime on a recognized holiday (excluding the Day Following Christmas, Christmas Eve, and New Year's Eve), or on December 25th, or on January 1st, or on July 4, 2020 shall be paid at double (2X) their regular rate of pay for each hour actually worked on the holiday, irrespective of whether such hours worked would be considered overtime under any other provision of the MOU. In addition, the employee shall receive holiday pay in accordance with Subsection "d" below.

(c) Working the Holiday on a Regularly Scheduled Shift:

An employee who works a regularly scheduled shift, which begins on a recognized holiday (excluding the Day Following Christmas, Christmas Eve, and New Year's Eve), or on December 25th, or on January 1st, or on July 4, 2020 shall be paid at one and one-half (1½) their regular rate of pay for each hour actually worked for the entire shift. In addition, for recognized holidays, such employee shall have a choice of:

- i. Banking the holiday at an hour-for-hour rate for each hour actually worked on the holiday, but no less than eight (8) hours for full-time employees and pro rata for part-time employees; OR
- ii. Being paid for the holiday at an hour-for-hour rate, at the employee's regular hourly rate of pay, for each hour actually worked on the holiday, but no less than eight (8) hours for full-time employees and pro rata for part-time employees.

(d) Holidays on a Regularly Scheduled Day Off:

An employee whose regularly scheduled day off falls on a recognized holiday shall have a choice of:

- i. Banking the holiday at a rate of eight (8) hours for full-time employees and pro rata for part-time employees; OR
- ii. Being paid for the holiday at a rate of eight (8) hours for full-time employees and pro rata for part-time employees. Compensation shall be made at the employee's regular hourly rate of pay.

(e) Pro Rata Holidays:

For the purpose of Subsections 2(c)(i), 2(c)(ii), and 2(d) of this Article, the CITY will compensate part-time employees for the holidays on a pro rata basis as follows:

- i. Part-time employees regularly scheduled to work for up to twenty-four (24) hours per week shall receive fifty percent (50%) of the holiday hours provided to full-time employees.
- ii. Part-time employees regularly scheduled to work for twenty-five (25) to twenty-nine (29) hours per week shall receive seventy-five percent (75%) of the holiday hours provided to full-time employees.
- iii. Part-time employees regularly scheduled to work for thirty (30) hours or more each week shall receive one hundred percent (100%) of the holiday hours provided to full-time employees.

Part-time employees who are regularly scheduled to work for more or less than their designated weekly hours for a fiscal year quarter will be re-characterized at the end of that quarter based on their actual work pattern during that quarter.

3. HOLIDAY TIME OFF

All employees shall have every recognized holiday, the actual holiday of Christmas Day (December 25th), the actual holiday of New Year's Day (January 1st), and July 4, 2020 off and not be required to work, subject to the following exceptions:

- (a) Employees in classifications which are regularly scheduled to provide 24/7 shift coverage
- (b) Building/Grounds Maintenance Workers on July 4th of each year
 - i. Bus Drivers on Martin Luther King Jr. Day, President's Day, Indigenous People's Day, Veterans Day, the Friday after Thanksgiving, Christmas Eve, the day following Christmas, and New Year's Eve
- (c) Employees in paid Stand-By Duty status and therefore subject to Call Back
- (d) Employees regularly scheduled to work July 4, 2020, Christmas Day (December 25th), or New Year's Day (January 1st) when the actual holiday falls on a Saturday or Sunday shall be allowed time off for the actual holiday(s), but must use available hours from their vacation, holiday, and/or compensatory time bank accruals to cover the absence(s)
- (e) Mutual agreement otherwise by the employee, absent coercion and/or threat of reprisal
- (f) Declared State of Emergency or other public safety/exigent circumstances

4. ACCRUAL OF BANKED HOLIDAY TIME

An employee may accumulate a maximum of two hundred (200) hours of banked holiday time. Once an employee reaches the maximum accumulation, they must be paid for all holidays, and will not have the option to bank any additional holiday hours until their holiday time bank is reduced below the maximum accumulation allowed.

Employees with greater than two hundred (200) hours of banked holiday time, as of January 1, 2016, shall be allowed to maintain those excess hours in their holiday time bank; however, such employees must be paid for all holidays, and shall not be permitted to bank any additional holiday hours, until their total accumulation falls below two hundred (200) hours.

5. HOLIDAY BANK CASH-OUT

An employee may request payment of banked holiday time, in any hourly increment, on March 1st, June 1st, September 1st, and December 1st of each calendar year. Request for cash payment pursuant to this section shall be submitted to Human Resources. Payment shall be made by separate check on the first full pay period following submission of the request and using the employee's hourly rate of pay at the time of the payment.

6. TERMINATION OF EMPLOYMENT

All accumulated banked holiday hours will be paid out at the time of separation from service at the employee's current hourly rate at the time of separation.

ARTICLE 16: VACATION

1. ACCRUAL RATE

(a) Full-time employees:

Vacation time shall be accrued on the following basis and shall be credited for subsequent use each pay period:

Hire date - Three (3) years	two (2) weeks per year	3.077 hours per pay period
Three (3) years 1 day - Seven (7) years	three (3) weeks per year	4.615 hours per pay period
Seven (7) years 1 day - Nineteen (19) years	four (4) weeks per year	6.153 hours per pay period
Nineteen (19) years 1 day	five (5) weeks per year	7.692 hours per pay period

(b) Part-time employees:

Vacation time shall be accrued on the following pro rata basis and shall be credited for subsequent use each pay period:

- i. Part-time employees regularly scheduled to work for up to twenty-four (24) hours per week shall receive fifty percent (50%) of the hours per pay period accrued by full-time employees in Subsection 1(a) of this Article.
- ii. Part-time employees regularly scheduled to work for twenty-five (25) to twenty-nine (29) hours per week shall accrue seventy-five percent (75%) of the hours per pay period accrued by full-time employees in Subsection 1(a) of this Article.
- iii. Part-time employees regularly scheduled to work for thirty (30) hours or more each week shall accrue one hundred percent (100%) of the hours accrued by full-time employees in Subsection 1(a) of this Article.

Part-time employees who are regularly scheduled to work for more or less than their designated weekly hours for a fiscal year quarter will be re-characterized at the end of that quarter based on their actual work pattern during that quarter.

2. MAXIMUM ACCUMULATION

Maximum vacation accumulation for any employee shall not exceed the equivalent of two (2) years' accrual at the current accrual rate for that employee. Once reaching the maximum accumulation allowed, an employee will not continue to accrue any additional vacation hours until their vacation balance is reduced to below the maximum accumulation allowed.

3. VACATION BANK CASH OUT

An employee may make an irrevocable election each December to receive payment of up to eighty (80) hours of vacation leave to be accrued in the following calendar year. Such payments will be made by separate check with the payroll distribution for the first full pay period in July unless the employee requests equal quarterly payments. Cash payment shall only be made for vacation leave accrued that has not yet been used by the employee by the payment date. The City will provide the form for the employee to make the irrevocable election. The form shall be submitted to the City's Human Resources Department no later than December 15 of each year or employee will waive his/her right to elect to cash out vacation leave for the following year. The only exception to this deadline is if the employee experiences an unforeseeable event after the deadline. In those circumstances, the employee can seek to make an initial election, or increase the number of hours elected (subject to all the other requirements and limitations as set forth herein) by submitting the City's election form to the City's Human Resources Department. The City Manager shall make a determination if the exception applies and the City Manager determination shall be final and not subject to any grievance procedure or appeal process.

4. TERMINATION OF EMPLOYMENT

All accumulated vacation hours will be paid out at the time of separation from service at the employee's current hourly rate at the time of separation.

5. REQUESTS

Written requests for vacation leave will receive a response within 10 (10) business days of receipt.

ARTICLE 17: OTHER LEAVE PROVISIONS

1. BEREAVEMENT LEAVE

Upon request, an employee shall receive time off with pay not to exceed five (5) days, or seven (7) days if the employee must travel beyond five hundred (500) miles, for each instance in which the employee feels compelled to be absent from work due to the imminent death of an immediate family member, or to arrange for and/or attend the funeral of an immediate family member.

An employee that finds they need additional time off may request to utilize accrued time from their vacation, compensatory time, sick leave, and/or holiday leave time banks to cover the extended absence. The employee must seek written approval from their manager/supervisor prior to taking such extended leave.

The CITY may require documentation of eligibility in the form of a healthcare provider's certificate or notice of death.

For the purpose of this Article, an immediate family member shall mean a father, mother, sibling, spouse, registered domestic partner, child (including biological, step, adopted, foster, grand, acting as loco parentis, or any form of legal guardianship), grandparent, legal guardian, or any other person with whom the employee has/had an established intimate relationship (i.e. live-in boyfriend/girlfriend, fiancée, or other parent of employee's child). This shall also include in-law and step relationships of the same categories.

2. LEAVE FOR CHILD RELATED ACTIVITIES

Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such leave must use accrued vacation, holiday, or compensatory time to cover the absence.

For the purpose of this section, a parent is defined as a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, the child.

ARTICLE 18: REIMBURSEMENT PROGRAMS

1. WELLNESS REIMBURSEMENT

A permanent full-time employee shall be eligible for reimbursement of eligible expenses up to but not exceeding fifty dollars (\$50) for each full month the employee has been employed. Eligible expenses shall be: health/fitness club dues, purchase of pre-approved exercise/fitness equipment, chiropractic services, weight loss/management programs (including specialty supplements directly related to the program), and fitness-related classes (such as yoga or sports which may be offered through a community/recreation center).

It will be the responsibility of the employee to submit requests for reimbursement to the Human Resources department in order to receive reimbursement. The CITY shall pay this reimbursement quarterly under the CITY reimbursement policy.

Each participating employee is solely liable and responsible for any and all personal injuries, and shall fully indemnify the CITY. The CITY assumes no liability for injury or compensation for employee participation in this program, nor is this a mandated program or a job requirement.

2. LOSS OF TOOLS

Employees shall provide a list of personal tools being used during work. Employees who suffer a loss of authorized and necessary personal tools or equipment as a result of forced entry into a CITY facility or vehicle shall have any such normal or declared tools or equipment replaced at CITY's expense.

3. MANDATORY TRAINING, LICENSURE, AND CERTIFICATION

The CITY shall continue to pay for all training, licensure, professional membership dues, professional subscriptions, and/or certifications required, as part of the employee's regular job function and/or to perform routine work duties, with the exception of a Class C driver's license from the State of California Department of Motor Vehicles. This includes mandated testing, continuing education, re-certification, and any associated fees or costs.

ARTICLE 19: RETIREMENT

The CITY provides employees with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS. For the purpose of retirement benefits, employees are defined as either a "classic" or "new" member of CalPERS as follows:

(a) "Classic" Member:

Any employee that does not meet the definition of new member (described below). Classic members are therefore generally hired by the City prior to January 1, 2013; or any employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the City with less than a six (6) month break in service; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.

(b) "New" Member:

Any employee satisfying the definition set out in Government Code section 7522.04(f), which generally includes employees hired by the City on or after January 1, 2013 who were not previously enrolled in CalPERS or a reciprocal retirement system; or any employee previously employed by a CalPERS participating public agency who becomes employed by the City after a break in service of greater than six (6) months.

1. RETIREMENT FORMULAS AND CALCULATIONS

Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

(a) "Classic" Members:

"3% at 60" and single highest year of pensionable compensation. IRS caps annual compensation earnable that can be used to calculate pension benefits that can be paid from CalPERS funds. Any pension benefits due on pensionable compensation in excess of IRS limits shall be made via a Replacement Benefit Program paid for by the City and administered by CalPERS.

(b) "New" Members:

"2% at 62" and highest three-year average of pensionable compensation. IRS caps pensionable compensation used to calculate pension benefits.

2. RATES OF CONTRIBUTIONS

(a) "Classic" Members:

- a. The employee contribution is currently eight percent (8%) for miscellaneous employees. The law allows the employee contribution(s) to be paid by the City as an Employer Paid Member Contribution (EPMC).
- b. As of the first pay period on or after July 1, 2018, the employee shall pay a total of eight percent (8%) of the employee contribution. The CITY shall continue to pay one hundred percent (100%) of the employer's obligation and the remaining balance, if any, of the employee's contribution as the EPMC.

(b) "New" Members:

The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs, or such different amounts as may be determined by CalPERS.

3. ELIGIBILITY FOR PART-TIME EMPLOYEES

Pursuant to CalPERS regulations, part-time employees shall become eligible for CalPERS retirement membership on the first day of the pay period in which the employee completes one thousand (1,000) hours of service during any fiscal year (July 1 through June 30). A part-time employee is defined by CalPERS, as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

The CITY provides part-time and seasonal employees, who are not eligible to participate in CalPERS, with retirement benefits through Public Agency Retirement Services (PARS).

4. CALPERS SERVICE CREDIT FOR VESTED SICK LEAVE

In accordance with the provisions set forth in Article 14, the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.

ARTICLE 20: PERSONNEL PROVISIONS

1. PERFORMANCE EVALUATIONS

Each permanent employee shall be subject to a performance evaluation on or about their anniversary date of each calendar year.

Probationary employees shall be subject to a performance evaluation at six (6) and twelve (12) months from their initial date of hire.

2. INITIAL PROBATIONARY PERIOD

Employees shall serve an initial probationary period of twelve (12) months of service in a paid status. Such employees are subject to dismissal, with or without cause, at the discretion of the City Manager.

3. PROMOTIONS OR TRANSFERS

- (a) A promotion shall be the movement of an employee from one classification to another classification in a higher salary range. An employee who has completed their initial probationary period and is promoted shall be placed on a promotional probation for a period of twelve (12) months.

An employee who promotes prior to completing their initial probationary period shall serve a new initial probationary period of twelve (12) months from the date of the promotion.

- (b) If an employee fails his/her promotional probation, the employee shall have the right to return to his/her former classification, if there is a vacant position in said former classification. In the event the employee is returned to his/her former classification, the employee shall return to his/her original status in the former classification.
- (c) During the first twelve (12) months of service in a paid status following a promotion or transfer, a regular employee who held permanent status at the time of the promotion or transfer shall, upon the employee's request, be returned to a position in the previously held classification and/or department, if there is a vacant position in the former classification and/or department. If the return involves a change in classification, the salary step shall be the same step that the employee held or would have received immediately prior to the promotion or transfer. Computation of the probationary period in a paid status does not include overtime, stand-by, on-call, or military leave of absence.

4. SENIORITY

(a) Definition:

Seniority shall be determined by the total amount of service hours in the employee's current job classification series. For the purpose of seniority, all service hours in the job classification series shall be counted, including service hours in a seasonal, probationary, part-time, temporary, full-time, and/or permanent status. Length of service with the City shall be used in the event of a tie in seniority.

(b) Accrual:

Seniority shall accrue at all times an employee is in a paid status and shall also continue to accrue during periods of vacation, sick leave, layoff not exceeding two (2) years, any authorized leave of absence, or any call to military service for the duration of the call to duty.

(c) Seniority List:

Upon written request, the CITY agrees to provide the Union with an updated seniority list of all bargaining unit employees within five (5) working days of the request. The list shall include for each employee: full name, initial hire date with the City, current job classification, date of appointment to current job classification (if different than the initial hire date), other job classifications held with the City, and date(s) assigned to any other job classification(s).

5. CAREER LADDERS

The CITY agrees to evaluate each employee, during his/her annual review, to determine if he/she meets the qualifications and requirements of the next higher level in a classification series.

If the employee has successfully demonstrated he/she has obtained the requisite skills and knowledge of the higher classification in the series and there is an open position, the employee shall be reclassified as such, and placed at the salary step in the new salary range of the higher classification, which comes nearest to, but not less than, the rate of compensation he/she held in the previous salary range of the lower classification in the series.

Evaluation of the employee's skill and performance level with a reclassification recommendation must be completed by the employee's supervisor/manager and submitted to the City Manager for consideration. If the employee is not recommended for advancement, the employee's evaluation should include performance goals and specific requirements necessary to advance during the next evaluation period. An employee may appeal a denial for reclassification to the City

Manager. The City Manager has final approval on all recommendations for reclassification under this section.

6. BIDDING FOR OPEN POSITIONS

In the event any CITY position becomes open, it will be the responsibility of the Human Resources Department to notify permanent full-time and part-time CITY employees of the opening prior to outside recruitment. Such responsibility shall include posting of a notice in a conspicuous place within each regular work location for a period of ten (10) working days prior to outside recruitment. This notice will include the rate of pay ranges, hours to be worked, and any special requirements and conditions.

An eligible and qualified employee interested in an open position shall submit an application and supporting documentation within ten (10) working days of the announcement's posting to be considered for the position prior to outside recruitment. If an eligible and qualified employee is selected to fill an open position, the employee will maintain his/her seniority, but will be required to accept the salary step range applicable to the job. Placement of an individual on a step higher than starting pay will be at the discretion of the department administrator of the job applied for and the City Manager. Seniority will prevail over similar qualifications. If an individual feels that he/she was unfairly evaluated for the position bid for, he/she may utilize the formal grievance procedure.

Employees shall meet all requirements, qualifications and training, and pass any and all examinations that may be required for such position before being appointed.

ARTICLE 21: LABOR MANAGEMENT COMMITTEE

A Labor Management Committee (LMC) will be made up of representatives from the Union, employee representatives from each bargaining unit, and management. The LMC will be chaired by the City Manager, or his/her designee. The purpose of the LMC will be to provide a forum for the informal discussion of experiences, ideas and suggestions from which to formulate CITY policies, procedures, and benefit programs for providing quality public services.

ARTICLE 22: JOB CLASSIFICATIONS

1. JOB DESCRIPTIONS

Upon written request, the parties agree to meet and consult regarding any modifications and/or revisions of job descriptions.

2. RECLASSIFICATIONS

Upon written request, the parties agree to meet and confer regarding the issue of reclassification(s) of existing job classifications.

3. PARITY

Upon written request, the parties agree to meet and consult regarding the issue of parity for any job classification.

ARTICLE 23: REDUCTION IN FORCE

The CITY may layoff employees based upon a lack of work, budgetary reasons, elimination of programs, or an elimination of services.

1. NOTICE OF LAYOFF

The CITY agrees to provide the Union with written notice of any proposed layoffs no less than ten (10) calendar days prior to providing the affected employee(s) with notice of layoff. The notice shall specify the reason for the layoff(s) and identify the name(s) and classification(s) of employee(s) designated for layoff.

The CITY shall provide the affected employee(s) with no less than thirty (30) calendar days written notice prior to the effective date of the layoff(s). The notice shall also inform the employee(s) of his/her "bumping" rights, if any, as well as recall rights.

2. DEMOTION OR TRANSFER IN LIEU OF LAYOFF

The CITY may approve a demotion or transfer to another department or classification to prevent a layoff, provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. Employees who accept lower positions or transfers in lieu of layoff shall be placed on the salary range of the new position at the salary step closest to their rate of pay prior to demotion or transfer.

Employees demoted or transferred in lieu of layoff shall not have to serve any new or additional probationary periods in a previously held classification, excluding probationary employees who have not yet completed their initial probationary period, or employees placed in a new classification which they have not previously held, at the time of demotion or transfer.

Employees demoted or transferred in lieu of layoff shall retain their current anniversary date for the purpose of step merit increases.

3. ORDER OF LAYOFF

When it becomes necessary to reduce the work force, the CITY shall layoff employees in the same job classifications in the following order:

- (a) Contract, temporary, and seasonal
- (b) Probationary
- (c) Permanent Part-time

(d) Permanent Full-time

The order of layoff for permanent employees within the same job classification shall be made in the following order:

(a) Seniority (as defined in Section 4 of Article 20)

(b) Evaluation of Merit, using the two most recent performance evaluations and documents of disciplinary actions during the preceding twenty-four (24) months.

4. BUMPING RIGHTS

Employees selected for layoff may “bump” employees in other classifications, if the employee has previously successfully held a position in another classification and has seniority, as defined in Section 4 of Article 20, over such other employee. Probationary promotional employees who are laid off shall, if applicable, be returned to their former classification.

5. RECALL LIST

Human Resources shall maintain a recall list with the name of every permanent employee who is laid off, transferred, or demoted to a classification in the same department for longer than one (1) pay period due to a reduction in work force. Individuals shall remain on the recall list for no less than two (2) years from the date of placement on the list, unless they are re-employed with the City in a permanent full-time position, fail to respond within fourteen (14) calendar days of mailing of a certified letter regarding availability for employment, failure to report to work within fourteen (14) calendar days of mailing of a certified letter containing a notice of reinstatement to a position, or the individual requests in writing to Human Resources to be removed from the list.

Vacancies to be filled within a department shall first be offered to individuals named on the recall list who, at the time of the reduction in work force, held a position in the same job classification within the department as the vacancy to be filled. Persons, who were in an SEIU represented classification prior to layoff, shall be granted priority consideration for re-employment in any other vacant regular position(s) in SEIU represented classifications that a department elects to fill. The CITY agrees to give priority offer of reemployment into these vacant positions to previously SEIU represented persons, by order of seniority based upon total length of City service, who were laid off from another SEIU represented classification, provided such person has the ability to fulfill the requirements of the position.

6. STATUS ON REEMPLOYMENT OR REINSTATEMENT

A permanent employee who has been laid off, or terminates in lieu of reassignment, and is reemployed or reinstated in a regular position within two (2) years from the date of his/her layoff, or termination, shall be entitled to a restoration of seniority accrued prior to and during the layoff, credit for all service prior to layoff for the purpose of determining the rate of accrual for vacation, and placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification from which he/she was laid off or terminated.

7. SEVERANCE PAY

The CITY may grant severance pay to employees laid off as a result of a reduction in force.

ARTICLE 24: DISCIPLINE

1. JUST CAUSE

An employee who has completed an initial probationary period has permanent status. Any of the following acts of an employee shall be just cause for disciplinary action to be taken:

- (a) Dishonesty or falsifying records, including timesheets
- (b) Incompetence
- (c) Neglect of duty or negligence in the performance of a work assignment
- (d) Insubordination or disobedience
- (e) Willful violation of a rule, policy, or regulation
- (f) Attendance issues, such as absence without approved leave or permission and tardiness
- (g) Conviction of either a felony, or any offense involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction
- (h) Discourteous treatment of the public or other employees
- (i) Making a material misrepresentation in connection with obtaining or maintaining employment or position
- (j) Conduct which adversely affects the employee's job performance or the operation of the department in which they are employed
- (k) Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department.
- (l) Improper or unauthorized use, sabotage, or theft of CITY vehicles, equipment, or property
- (m) Substance abuse or alcohol consumption in violation of CITY policy
- (n) Violation of CITY policies on Discrimination, Harassment, Safety, and Security

2. PROGRESSIVE DISCIPLINE

The CITY shall use progressive discipline, with the exception of an egregious act on behalf of the employee, and the type of discipline shall be reasonably administered. The City shall timely investigate suspected problems prior to considering discipline. Progressive discipline is as follows:

(a) WARNING

A warning is generally informal and may be verbal or written. Written warnings include counseling letters issued by a supervisor or department head. Such counseling letters inform the employee of the nature of the violation and corrective action that should be taken. An employee may not file a grievance for receiving a warning. If an employee objects to the counseling letter, the employee has a right to respond in writing within thirty (30) calendar days of the date of the counseling letter. The employee's response shall be attached to the counseling letter and placed in the employee's file for one (1) year, at which time the counseling letter and the employee's response will be purged from the employee's file and returned to the employee, if no formal disciplinary action was taken.

(b) WRITTEN REPRIMAND

A written reprimand is the first step in the formal disciplinary process and shall be maintained in the employee's personnel file for a period of no more than three (3) years, unless additional disciplinary action was taken for the same, or similar, type violation within that time frame. An employee may file a grievance, in accordance with the provisions set forth in Article 25, if he/she objects to the issuance of the written reprimand.

(c) SUSPENSION WITHOUT PAY

A suspension without pay may be either short-term or long-term.

A short-term suspension is three (3) work days or less in duration. An employee may file a grievance, in accordance with the provisions set forth in Article 25, if he/she objects to the short-term suspension. During the period of time the matter is under consideration through the grievance process, the suspension will be held in abeyance.

A long-term suspension is four (4) or more work days in duration. A long-term suspension shall not exceed thirty (30) working days in duration. A long-term suspension shall only be imposed upon the conclusion of the disciplinary appeal procedure described in this Article.

(d) DEMOTION

For disciplinary purposes, an employee may be demoted from his/her position in one classification to a position in another classification having a lower salary range.

Demotions shall only be imposed upon the conclusion of the disciplinary appeal procedure described in this Article.

(e) TERMINATION

Involuntary termination of employment shall only be imposed upon the conclusion of the disciplinary appeal procedure described in this Article. Employees on initial probation may be terminated without cause and are not subject to the disciplinary appeal procedures.

3. DISCIPLINARY APPEAL PROCEDURE

The CITY agrees to provide a procedure whereby involuntary termination, demotion, or suspension without pay of an employee, shall at the employee's written request, be reviewed to determine whether such disciplinary action was justified and should be upheld. The procedure includes the right, after notice, to a hearing before a neutral having the power to affirm, revoke, or modify the disciplinary action reviewed.

(A) NOTICE OF INTENT TO DISCIPLINE

The affected employee shall be served with a written notice of intent to discipline, no less than fourteen (14) calendar days prior to the effective date of proposed discipline. The notice shall describe the violation(s), the proposed discipline to be imposed, the reasons for the proposed discipline, a statement advising the employee of his/her right to request a Skelly hearing within five (5) work days after service of the notice, and copies of any charges and materials upon which the proposed discipline is based, which copies shall be attached to the notice of intent.

The notice of intent to discipline shall be served on the employee in person, when possible, or by certified mail to the last known address of the employee. Attached to the notice shall be a proof of service, the original of which shall be kept in the employee's personnel file.

(B) REQUEST FOR A SKELLY HEARING

The proposed disciplinary action shall not be imposed until the end of the first full business day following fourteen (14) calendar days from the day the notice of intent was personally served or mailed. During that period, the employee's regular salary shall continue to be paid. The proposed disciplinary action shall be imposed at the end of the first full business day following fourteen (14) calendar days from the day the notice of intent was served if no Skelly hearing has been requested by the affected employee. In the event a Skelly hearing is requested, the employee shall continue to be paid until a final decision is made.

(C) SKELLY HEARING

If the employee requests a hearing, it shall be conducted by a neutral third party, such as a Department Head from another department who had not participated in any of the previous decision-making processes for this specific disciplinary incident. The hearing shall be conducted as soon as possible after it is requested, usually no later than two (2) business days following the request. The hearing is to be conducted informally for the purpose of giving the employee an opportunity to provide an explanation or mitigation, or to correct mistakes of fact. Neither the neutral third party nor the employee shall be represented by counsel at the hearing; however, the employee has the right to union representation. Normally, such hearings are concluded within a short period of time; however, the affected employee should be given such additional time as may be reasonably required to produce new information, or to substantiate his/her explanation, or mitigation. In such cases, the

hearing may be continued to a later time, as may be reasonably necessary for such purpose. The neutral third party shall issue his/her written decision within two (2) business days after the conclusion of the hearing, either approving, overturning, or modifying the proposed discipline. The resulting decision shall be implemented immediately, but may be subject to further appeal as allowed under Subsection D of this Article.

(D) BINDING ARBITRATION

Permanent employees who receive a suspension without pay, or are demoted, or terminated may appeal the discipline by submitting it to binding arbitration, after the Skelly hearing. Such appeal must be submitted in writing within ten (10) business days following receipt of the Skelly officer's written decision.

Arbitration shall be conducted as follows:

If the parties cannot mutually choose an arbitrator, using the striking method, the parties shall select a hearing officer from a list of neutrals, who are located in Southern California, provided by the California State Mediation and Conciliation Service (SMCS). The party making the first strike shall be chosen by the toss of a coin. The only remaining name after the striking process shall serve as the hearing officer. If the neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the hearing officer.

The expense(s) of selecting and utilizing a neutral shall be shared equally by the parties.

The employee has the right to representation by counsel, or by a union representative, for all stages of the arbitration. Discovery may be conducted in the arbitration proceeding, upon approval of the arbitrator. The arbitrator is authorized to issue subpoenas. All parties shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses on any matter relevant to the issue, impeach any witness, and rebut any derogatory evidence. The hearing shall be a private proceeding among the City, the employee, and the Union. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The hearing officer shall render his/her written findings and conclusions no later than thirty (30) days after the conclusion of the hearing and final submission of briefs, if any. The hearing officer may sustain, reject, or modify the disciplinary action invoked against the employee. The hearing officer may not provide for discipline more stringent than that invoked by the appointing authority. The arbitrator's decision shall be final and binding upon all parties.

ARTICLE 25: GRIEVANCE PROCEDURES

1. PURPOSE

It is the intent of this procedure for employees to attempt to settle disputes, concerning their job and the interpretation or application of this MOU, at the lowest administrative level possible. Disputes that cannot be resolved by informal discussion with a supervisor may be brought to the attention of management through this grievance procedure.

2. DEFINITION OF A GRIEVANCE

A grievance shall mean a written allegation by an employee, group of employees, and/or by the Union on behalf of an employee or group of employees concerning a dispute arising out of the application or interpretation of the terms of this MOU and/or employment rules, policies, and regulations which affect terms and condition of employment.

Matters which are excluded from the grievance procedure are:

- (a) Matters which have their own appeal process, such as disciplinary actions
- (b) Issues that are solely within the discretion of management, such as reductions in force
- (c) Termination under the Agency Shop provision of this MOU
- (d) Unfair practices to be adjudicated by the Public Employees Relations Board (PERB)
- (e) Complaints within the exclusive jurisdiction of state and federal fair employment agencies
- (f) Complaints involving the termination of an initial probationary employee
- (g) Warnings

3. RIGHTS TO REPRESENTATION

An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. An employee may elect to represent himself/herself, or may be represented by the Union. SEIU is the only authorized representative the employee may use since SEIU is the recognized exclusive employee organization for the bargaining units covered by this MOU. The grievant and one (1) SEIU representative are entitled to be released from work, with pay, for a reasonable period of time in order to present the grievance.

4. GRIEVANCE TIMELINES

To ensure a timely resolution, all grievances must be filed no later than thirty (30) calendar days after the employee and/or the Union becomes aware, or should have reasonably been aware, of the circumstances giving rise to the grievance. Grievances must be processed from one step to the next within the time limits set forth in this Article, unless an extension is mutually agreed upon. Failure of the grievant and/or the Union to progress the grievance to the next level within the stipulated timelines shall deem the grievance as resolved.

For the purpose of this article, unless otherwise noted, a day is considered a business day within the City's official work week, excluding holidays.

5. GRIEVANCE STEPS

There are four (4) steps to resolving disputes with the grievance procedure:

(a) STEP 1 – SUPERVISOR

An employee shall first discuss their dispute informally with his/her supervisor. If the dispute is not resolved by this informal discussion the employee(s) and/or the Union may file a formal grievance. The grievance shall be submitted in writing to Human Resources within ten (10) after the informal discussion with the employee's supervisor. The grievance should briefly describe the circumstances of the dispute, the alleged violations, and a suggested remedy. Upon receipt, Human Resources shall forward the grievance to the department head within two (2) days.

(b) STEP 2 – DEPARTMENT HEAD

The department head shall meet with the employee(s) and/or the Union within three (3) after receiving the grievance from Human Resources. The department head shall render his/her decision, in writing, to the employee(s) and/or the Union within two (2) days thereafter.

(c) STEP 3 – HUMAN RESOURCES/CITY MANAGER

If the grievance is not resolved in Step 2, the employee(s) and/or the Union may request to meet with the Human Resources Director and/or the City Manager, within three (3) days after receipt of the Step 2 decision from the department head. The Human Resources Director and/or the City Manager shall meet with the employee(s) and/or the Union within three (3) days after receiving the written request. The Human Resources Director and/or the City Manager shall render their decision, in writing, to the employee(s) and/or the Union within three (3) days after the meeting.

(d) STEP 4 – ARBITRATION

If the grievance is not resolved in Step 3, the employee(s) and/or the Union may submit a written request for arbitration to the Human Resources Director within three (3) days of receiving the Step 3 decision.

6. BINDING ARBITRATION

Using the striking method, the parties shall select a hearing officer from a list of neutrals, who are located in Southern California, which is provided by the California State Mediation and Conciliation Service (SMCS). The party making the first strike shall be chosen by the toss of a coin. The only remaining name after the striking process shall serve as the hearing officer. If the

neutral chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the hearing officer. The expense(s) of selecting and utilizing a neutral shall be shared equally by the parties.

Prior to the arbitration hearing, the parties shall attempt to prepare a joint statement of the issues which describes the dispute to be heard by the hearing officer. If the parties are unable to agree on a joint statement, each party shall prepare a separate statement of issues. The hearing officer shall not decide any issue which is not within the statement(s) of issues submitted by the parties.

The hearing officer shall render his/her written findings and conclusions no later than thirty (30) days after the conclusion of the hearing and final submission of briefs, if any. If the hearing officer sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. The decision of the hearing officer shall be final and binding upon all parties.

ARTICLE 26: SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be made unlawful by virtue of any Federal, State or local law and/or regulation, including judicial decisions, such provision shall be effective and implemented only to the extent permitted by such laws, regulations and decisions. In all other respects the provisions of this Agreement shall continue in full force and effect for the term thereof.

ATTACHMENT A

THE **GENERAL EMPLOYEES UNIT** IS COMPRISED OF THE FOLLOWING CLASSIFICATIONS:

Account Technician
Animal Control Officer
Assistant Engineer
Assistant Planner
Associate Planner
Building/Grounds Maintenance Worker
Building Inspector
Bus Driver I
Bus Driver II
Community Enhancement Officer
Customer Service Coordinator I
Customer Service Coordinator II
Customer Service Coordinator III
Customer Service Coordinator Lead
Engineering Development Technician I
Engineering Development Technician II
Equipment Mechanic
Equipment Operator
GIS Analyst
Human Resources/Payroll Technician
IT Analyst I
IT Analyst II
Lead Building/Grounds Maintenance Worker
Lead Bus Driver
Lead Mechanic
Lead Recreation Specialist
Management Analyst I
Management Analyst II
Mechanic
Planning/Building Permit Technician I
Planning/Building Permit Technician II
Plans Examiner
Procurement Contract Specialist
Public Works Inspector
Recreation Specialist
Street Maintenance Worker
Wastewater Collection System Worker I
Wastewater Collection System Worker II
Wastewater Plant Operator I
Wastewater Plant Operator II

Wastewater Plant Operator III
Wastewater Plant Operator IV
Wastewater Plant Operator V

For the City of Beaumont



Kari Mendoza
Administrative Services Director

7/14/22
Date

For SEIU Local 721



Steve Kollroth
SEIU Chief Negotiator

7/14/22
Date



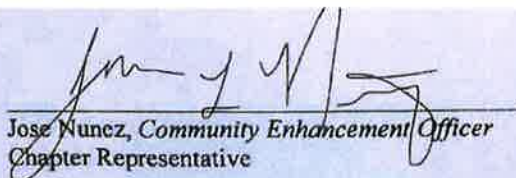
Chris Harwood, Animal Control Officer
Chapter Representative

7/15/2022
Date



Shane Scissons, Plans Examiner
Chapter Representative

7-18-2022
Date



Jose Nunez, Community Enhancement Officer
Chapter Representative

7/18/2022
Date



Richard Racadio, Community Enhancement Officer
Chapter Representative

7-18-2022
Date

EXECUTION OF THE NEW AGREEMENT

This MOU has been ratified on June 14, 2022 by a simple majority vote of unit employees who are in classifications represented by SEIU Local 721 as set forth in this Agreement.

This MOU was then approved by a majority vote of the City Council of the City of Beaumont on July 19, 2022 on Agenda Item #1.

Following its execution by the parties hereto, the CITY shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause for this agreement to be executed this 19th day of July 2022.

SEIU Local 721

City of Beaumont, California



Steve Koffroth
Chief Negotiator



Elizabeth Gibbs
City Manager

City of Beaumont

General Unit Employees

January 1, 2022, through June 30, 2026



SEIU Local 721

6177 River Crest Dr Ste B

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Questions? Call the Member Connection (877) 721-4YOU

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