

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BEAUMONT
AND
POLICE OFFICERS ASSOCIATION
(POA)

Effective January 1, 2016 thru December 31, 2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BEAUMONT

AND

POLICE OFFICERS ASSOCIATION

THIS AGREEMENT is entered into between the City of Beaumont, a Municipal Corporation, (the CITY), and the Beaumont Police Officers Association (BPOA), relative to wages, hours and other terms and conditions of employment for the classifications listing in Article IV, section A. This Agreement shall become effective January 1, 2016, and remain in full force and effect until December 31, 2017.

ARTICLE I: MANAGEMENT RIGHTS

It is understood and agreed that there is an Employees' Handbook (also referred to as the Personnel Manual) and the Employer-Employee Relations Resolution (Resolution No. 1978-16), which are incorporated by reference unless hereafter modified by mutual agreement. The provisions of this MOU prevail when there is an inconsistency between this agreement and the employee handbook. All previous Memoranda of Understanding and Agreements, whether written or verbal, are superseded by this Memorandum of Understanding.

ARTICLE II: MANAGEMENT RIGHTS

The employees recognize and agree 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 III: NON-DISCRIMINATION CLAUSE

The provisions of this Agreement shall apply to all persons covered by this Agreement without discrimination on account of race, sex, color, age, national origin or creed, nor will there be any discrimination with respect to hiring, retention or any conditions of employment because of membership

or activities on the Beaumont Police Officers Association (BPOA). The BPOA will accept into membership all eligible persons of the bargaining unit without regard to sex, race, color, age, national origin or creed.

ARTICLE IV: BPOA SPECIFIC BENEFITS

- A. RECOGNITION:** The CITY hereby recognizes the POA as the only authorized representative of present and future employees in the Police Officer, Police Corporal, Police Sergeant, Public Safety Dispatcher, Support Services Specialist, Support Services Supervisor and Police Services Analyst classifications covered by this Agreement. Provided, however, that this provision shall not preclude employees from exercising his/her rights as may be provided by the Meyers-Milias-Brown Act, or the Employee-Employer Relations Resolution of the CITY. This agreement does not cover the SEIU Local 721, Managers, Police Management, Professional Technical, or any other classification of employees.
- B. MODIFIED AGENCY SHOP:** To the extent permitted by law, the CITY and POA hereby reaffirm the operation of a modified agency shop, requiring employees to either join POA or to pay a monthly service fee, not to exceed normal POA dues, as compensation to the Association for services rendered in the contract negotiations and administration. Those persons having documented strong religious feelings preventing them from affiliating with labor organizations may be relieved of the requirement to join or pay the fee by providing the City Manager and the POA with a statement of his/her reasons for seeking a waiver and designating a recognizable charitable organization as the recipient of the service fee equivalent. POA shall indemnify and hold CITY harmless, including attorney fees and court costs, from any violations or claims of violations of the law applicable to agency shops.
- C. MEET AND CONFER:** The CITY agrees to provide the BPOA Board of Directors with a copy of any proposed changes that would be subject to meet and confer per the Meyers-Milias-Brown Act to allow for their review and comment prior to adoption.
- D. COURT TIME:** When an employee must appear in court, or is placed on-call by the Court or District Attorney, while off duty, the employee shall be compensated for a minimum of four (4) hours at the overtime rate per court day. Additional hours worked after the first four (4) hours will also be compensated at the overtime rate of time and one-half.
- E. CALL BACK:** An employee who is called in to work on a non-scheduled work shift shall be compensated for a minimum of two (2) hours for the first call back, and for every 15 minute period after the initial 2-hour period, and for any other call backs within the same twenty-four (24)-hour period. All call back time will be compensated at the overtime rate. An employee called in early for an assigned shift shall only be compensated for the actual time worked, payable at the overtime rate (e.g. one (1) hour early shall earn one (1) hour of overtime pay). Call-back compensation does not commence until the employee arrives at the worksite.

F. EDUCATIONAL INCENTIVE: Each employee shall receive a salary increase, as indicated, if they obtain the following:

1. Intermediate P.O.S.T. Certificate; or AA Degree; or AS Degree – 2.5%.
2. Advanced P.O.S.T. Certificate; or BA Degree; or BS Degree – an additional 2.5%, expires June 30th, 2016.

Effective July 1, 2016 Advanced P.O.S.T. Certificate; or BA Degree; or BS Degree – an additional 5%.

3. Supervisor P.O.S.T. Certificate; or Masters Degree – an additional 2.5%.

The employee shall receive the salary increase effective the date noticed on the certificate after submission of the documentation showing completion. The Police Department shall notify an employee of POST correspondence and it is the employee's responsibility to submit said documents in a timely manner to receive full benefits of the salary increase.

G. EVALUATION/POSITION DESCRIPTION: Each employee shall be subject to an "Employee Evaluation" and any updated position description on or about their anniversary date of each calendar year. Probationary employees shall be subject to an evaluation at six (6), twelve (12), and eighteen (18) months.

ARTICLE V: SWORN CLASSIFICATION SPECIFIC BENEFITS

A. ON-CALL: The CITY agrees to the following standards for on-call status and compensation:

1. On-Call Status: The CITY reserves the right to place an employee on-call. An employee may be placed on-call for a period of up to seven (7) days in order to provide after-hour response to emergency or critical incidents. Employees placed on-call shall adhere to the following requirements, but is otherwise free to use the off-duty time without restriction:
 - a) To be able to respond promptly to the designated location and arrive within a reasonable period of time after being notified to respond. Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive within one (1) hour and fifteen (15) minutes of notification; and
 - b) To be reachable by telephone; and
 - c) To refrain from activities which might impair his/her ability to respond; and
 - d) To refrain from the use of any alcohol or other substances (i.e. prescription drugs) that impairs ability to respond or function in their capacity as a police officer.

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2. On-Call Compensation: An employee placed on-call shall be eligible for the following:
- a) On-call pay of seven (7) hours per seven (7) day period, or one (1) hour per actual day of on-call, at the employee's regular rate of pay; and
 - b) A City-owned take home vehicle during the on-call period that shall only be used for official City business outside of the daily commute to and from the employee's worksite. Incidental use may be approved by the Chief of Police. The CITY shall provide fuel, maintenance, and insurance. An employee assigned the use of a take home vehicle shall adhere to all requirements of the On-Call provisions listed in Section I.

B. TAKE HOME VEHICLES: An employee assigned a take home vehicle shall be subject to the following requirements:

1. CITY vehicles shall be parked in the garage or other off-street parking location attached to the employee's primary residence;
2. CITY vehicles shall not be assigned to an employee who lives in residences with common parking areas (e.g. apartment complexes);
3. Vehicles shall be locked when not attended.
4. Any weapons stored in the vehicle shall be placed in a secure weapons storage device or properly secured in the residence when the vehicle is not attended.

In accordance with FLSA, time spent traveling during normal work hours is considered compensable work time. Time spent in home-to-work travel by an employee in an employer-provided vehicle, or in activities performed by an employee that are incidental to the use of the vehicle for commuting, generally is not "hours worked" and, therefore, does not have to be paid. This provision applies only if the travel is within the normal commuting area for the employer's business and the use of the vehicle is subject to an agreement between the employer and the employee or the employee's representative.

C. SAFETY EQUIPMENT: The CITY will provide for their use all safety equipment, including duty weapons, to each authorized employee.

D. DUTY WEAPONS: The CITY shall furnish a duty weapon to each authorized employee. If an employee elects to carry a different duty weapon, the employee shall provide the weapon at his/her own cost. Duty weapons shall be restricted to the following calibers: 40, 45, or 9mm. Duty weapons shall be approved by the Range Staff and the Chief of Police. The employee shall qualify with the weapon before it can be carried on duty. The CITY shall provide all duty-ammunition for duty weapons.



- E. 1959 SURVIVOR'S BENEFIT PROGRAM:** The CITY agrees to pay the City and Employee portion of the 1959 Survivor's Benefit Program (4th Level), not to exceed \$150.00 per year.
- F. FIELD TRAINING OFFICER PAY:** Any employee at the rank of Police Officer that is a Police Officer Standards and Training (POST) certified Field Training Officer and is assigned a trainee for the purposes of initial or remedial field training, shall receive from the CITY additional compensation of \$2.00 per hour, only during the actual time, as approved by the Chief of Police, or his designee. Employees at the rank of Corporal who are assigned a trainee will not be eligible for the above additional compensation.
- G. MOTOR OFFICER PAY:** Any employee, who is a certified Motor Officer and is assigned to work on a CITY owned motorcycle, shall receive additional compensation of \$2.00 per hour, only during actual training and patrol time on a police motorcycle, as approved by the Chief of Police, or his designee.
- H. UNIFORM ALLOWANCE:** The uniform allowance for members of the unit is \$100.00 per month. It is the employee's responsibility to maintain all uniforms.
- I. SCHEDULING:** The CITY agrees to the following scheduling standards:

1. Patrol Shift Assignments:

The CITY agrees to place all sworn employees assigned to patrol specific functions on twelve (12) hour shifts and all non-patrol specific functions on ten (10) hour shifts. The CITY agrees to rotate patrol shift assignments on a quarterly schedule during the months of January, April, July, and October.

The CITY reserves the right assign shifts based on departmental needs.

2. Special Event Assignments:

The CITY will not require mandatory adjustments to shift assignments for special events. Special events that require additional staffing shall be offered at the CITY's discretion as a voluntary shift adjustment within the same pay period, or as a paid overtime/compensatory time assignment as outlined in Section I and J of Exhibit A.

3. Notification of Shift / Assignment Changes:

The CITY agrees to provide employees fourteen (14) days notice prior to any shift or assignment change.

4. Special Assignments:

Employees assigned to special assignments (i.e. COPPS, Traffic, Taskforce Assignments, and Detectives) agree to waive their right to the fourteen (14) day notification requirement when the shift change is related to their specific assignment.

5. Requests for Leave:

Sworn employees shall provide the CITY with a twenty-one (21) day notice of any requests for leave to ensure the CITY has the appropriate amount of time to make shift and/ or assignment change notifications to employees affected by leave requests that may place staffing levels at or below minimum staffing.

Requests submitted with less than twenty-one (21) days notice may be approved if staffing is available with the approval by the direct supervisor of the affected team and/or assignment.

ARTICLE VI: SUPPORT CLASSIFICATION SPECIFIC BENEFITS

- A. TRAINER PAY:** An employee who is assigned, in writing, a trainee for the purpose of initial and remedial training, shall receive an additional two dollars (\$2.00) per hour for the actual hours of training time and with prior approval by the City Manager.
- B. UNIFORM ALLOWANCE:** The uniform allowance for Public Safety Dispatchers and Support Services Specialists of this unit is one hundred dollars (\$100.00) per month. It is the employee's responsibility to maintain all uniforms.
- C. UNIFORM MAINTENANCE REIMBURSEMENT:** The uniform reimbursement for the Police Services Analysts of the unit is one hundred dollars (\$100.00) per month. It is the employee's responsibility to submit receipts for uniform maintenance. Expenses include City logo shirts from authorized City vendor and dry cleaning expenses.
- D. NOTARY CERTIFICATION:** The City reserves the right to identify which classifications and how many notary certificates are issued. Upon prior approval by the City Manager, when any employee takes and passes the Secretary of State Notary Examination, he or she may receive up to an additional five (5%) percent differential pay, retroactive to when the certification is received and he or she can begin to notarized documents. All documents and/or correspondence is to have the City's mailing address as the contact address for any and all notary supplies, certification, and/or notifications. Upon expiration if it is not renewed the employee will lose such increase.
- E. WORKING HOURS:**
 - 1. PUBLIC SAFETY DISPATCHER ALTERNATE WORK SCHEDULES

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The BPOA is in the process of petitioning the National Labor Relations Board (NLRB) to certify BPOA as the bona fide representative for employees in the Public Safety Support Services Unit, for the purposes of Section 7(b) of the Fair Labor and Standards Act (FLSA) of 1938, 29 U.S.C. Section 207(b). Once this bona fide certification is complete, the parties agreed to the formation of a valid 2080 Plan.

The CITY agrees to implement an alternate work schedule, for Public Safety Dispatchers only, consisting of the following in an eighty (80) hour two-week pay period:

- (a) One 36 hour Work Week – Three (3) twelve (12) hour shifts; and
- (b) One 44 hour Work Week – Three (3) twelve (12) hour shifts and one (1) eight (8) hour shift

F. CELL PHONE: With City Manager approval the CITY shall provide a cell phone for use by a Manager/Supervisor who is subject to 24 hour call back or a monthly cell phone allowance of \$50.

ARTICLE VII: SALARY AND BENEFITS

- A. UNIFORM COMPENSATION PLAN:** The CITY agrees to maintain a Uniform Compensation Plan, and shall place employees within monthly salary ranges, or the equivalent hourly rate if the employee is permanent part-time.
- B. SALARY STEP INCREASE:** Each employee may (until reaching the maximum step for a salary range), on his/her anniversary date, be eligible for a 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.
- C. RATE OF PAY 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. The City Manager may also at his/her discretion offer credit for previous experience in another governmental agency for the purpose of vacation accrual calculations.
- D. SAFETY POLICE EMPLOYEES RETIREMENT SYSTEM (PERS):**

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 - excluding transit employees* - 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 transit employee hired by the City prior to December 29, 2014; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.
- (b) "New" Member: Any employee - excluding transit employees* - hired by the City or any other CalPERS participating public agency, on or after January 1, 2013; 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; or any transit employee hired by the City on or after December 30, 2014; or any employee, regardless of hire date, who is ineligible for reciprocity with another California public retirement system.

* See CalPERS Circular Letter No: 200-006-15 issued on February 25, 2015 regarding PEPRA and transit employees.

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 50" and single highest year. No cap on annual salary that can be used to calculate final compensation.
- (b) "New" Members: "2.7% at 57" and three year average. Pensionable compensation cap on annual salary used to calculate final compensation.

2. RATES OF CONTRIBUTIONS

- (a) "Classic" Members: Effective February 1, 2016, the CITY shall pay one hundred percent (100%) of the employer's obligation and six percent (6%) of the employee's contribution, also known as Employer Paid Member Contributions (EPMC). The EPMC is currently nine percent (9%) for public safety employees. The employee shall pay the remaining three percent (3%) of the EPMC.
- (b) "Classic" Members: Effective January 1, 2017 the CITY shall pay one hundred percent (100%) of the employer's obligation and three percent (3%) of the employee's contribution, also known as Employer Paid Member Contributions (EPMC). The EPMC is currently nine percent (9%) for public safety employees. The employee shall pay the remaining three percent (6%) of the EPMC.

(c) “New” Members: The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs.

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 employees 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.

E. MISCELLANEOUS PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) ELIGIBILITY: 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:

(b) “Classic” Member: Any employee - excluding transit employees* - 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 transit employee hired by the City prior to December 29, 2014; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.

(b) “New” Member: Any employee - excluding transit employees* - hired by the City or any other CalPERS participating public agency, on or after January 1, 2013; 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; or any transit employee hired by the City on or after December 30, 2014; or any employee, regardless of hire date, who is ineligible for reciprocity with another California public retirement system.

* See CalPERS Circular Letter No: 200-006-15 issued on February 25, 2015 regarding PEPRA and transit employees.

5. 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.

(c) "Classic" Members: "3% at 60" and single highest year. No cap on annual salary that can be used to calculate final compensation.

(d) "New" Members: "2% at 62" and three year average. Pensionable compensation cap on annual salary used to calculate final compensation.

6. RATES OF CONTRIBUTIONS

(d) "Classic" Members: Effective April 21, 2016, the CITY shall pay one hundred percent (100%) of the employer's obligation and five percent (5%) of the employee's contribution, also known as Employer Paid Member Contribution (EPMC). The EPMC is currently eight percent (8%) for miscellaneous (non-public safety) employees. The employee shall pay the remaining three percent (3%) of the EMPC.

(e) "Classic" Members: Effective January 1, 2017, the CITY shall pay one hundred percent (100%) of the employer's obligation and two percent (2%) of the employee's contribution, also known as Employer Paid Member Contribution (EPMC). The EPMC is currently eight percent (8%) for miscellaneous (non-public safety) employees. The employee shall pay the remaining six percent (6%) of the EMPC.

(f) "New" Members: The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs.

7. 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 employees 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.

8. 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.

F. OVERTIME: Overtime will be compensated for actual hours worked at the rate of time and one-half (1 ½) for overtime in accordance with federal regulations. FLSA exempt employees are not eligible for overtime. Pursuant to FLSA Section 7(k) law enforcement personnel must receive overtime after 80 hours worked during a fourteen (14) day work period. Overtime is based on hours actually worked and does not include paid or unpaid leave time such as vacation, holiday, and sick leave.

G. 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 F. 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. An employee may not be forced, but may elect to take less than eight (8) hours of compensatory time off on any given day. 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. Each year on the last payroll of the year, the employee will receive a cash out of all compensatory time left in their compensatory time bank from that year. Compensatory time will be cashed out at the employee's rate of pay at the time of payment. Compensatory time may be accrued up to the maximum limits allowed per FLSA regulations, after which overtime will be paid for the hours worked.

H. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION: When an employee is assigned to a higher job classification for more than ninety (90) 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 not exceed six (6) consecutive months in length without mutual agreement of the City Manager and the appropriate unit representative or individual.

I. CAFETERIA PLAN: THE CITY SHALL CONTRIBUTE ONE-THOUSAND THREE HUNDRED NINETY DOLLARS (\$1390) PER MONTH TO EACH UNIT MEMBER FOR THE CAFETERIA BENEFIT PLAN DETAILED IN THIS SECTION.

1. Said contribution shall be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a City approved health plan unless the employee provides proof to the City the employee is covered by another acceptable health plan as determined by the City's Human Resource Department.

2. The balance may be used for any of the following or any combination thereof:

a. Health Insurance for employee's spouse and/or dependents;

b. Dental Insurance for employee's, spouse and/or dependents;

- c. Eye care plan for employee, spouse and/or dependents;
- d. Supplemental Insurance Options;

2. There is no cash-back of the remaining contributions amount, if any, to the employee after payment of the selected premiums(s). The employee shall be responsible for the remaining payments(s) through payroll deduction, of any premiums selected which are in excess of the monthly contribution amount.

3. If an employee elects to not participate in the Cafeteria Plan and can show adequate proof of an approved health plan, the employee shall have the option to have an amount equal to the most current Kaiser employee only (single) monthly premium rate [as of January 1, 2016 the single rate is \$457.75.

] paid to the employee, or deposited by the CITY into the employee's Deferred Compensation Plan each month. If taken as cash payment, the amount is not to be considered as pensionable compensation for the purposes of CalPERS. Such alternative health plan coverage must be verified initially and thereafter on an annual basis through presentation of a valid medical insurance card, or other reasonable means of verification as approved by the City Manager. Alternative health plan coverage must be maintained until the next available CITY open enrollment period.

J. SICK LEAVE:

(1) Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period for full-time employees.

(2) The City agrees to a one thousand (1000) hour sick leave accumulation cap.

(3) The CITY agrees to a service credit of unused sick leave for PERS retirement when an employee retires from CITY employment. 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 value of the unused 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 guidelines. This payment will be determined by a graduating scale that increases by fifteen percent (15%) per year for each year completed, through the first six (6) years of service ninety percent (90%) and an additional ten percent (10%) after completion of the seventh (7th) year of service (100%). All sick leave vesting levels shall begin after the completion of probation and the second (2nd) year of service thirty percent (30%). A year of service will be considered completed when the employee reaches the anniversary date of their initial employment.

See scale provided below:

% Vested	0%	30%	45%	60%	75%	90%	100%
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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.

- (4) Employees who are laid off as a result of a reduction in force shall receive, at the option of the employee, either a lump sum payment equal to one hundred percent (100%) of accrued sick leave or the one hundred percent (100%) service credit towards retirement if the employee chooses to retire immediately following layoff.
- (5) All employees can use accrued paid sick leave for the purposes set forth in Labor Code section 246.5(a).
- (6) Accrued paid sick leave shall carry over to the following year, but no additional paid sick pay will accrue until the employee's accrued paid sick leave falls below the one thousand (1000) hour cap.
- (7) The City will provide all employees with a written notice of the amount of paid sick leave available. The notice will be provided on the designated pay date with the employee's payment of wages. Sick pay will be paid at employee's hourly rate of pay when the sick leave is taken. Sick pay will be paid by the payday for the next regular payroll period after the sick leave is taken.
- (8) Employees can use accrued paid sick leave upon a written or oral request. If the need to use paid sick leave is foreseeable, the employee must give reasonable advance notice. If the need to use paid sick leave is unforeseeable, notice must be given as soon as practicable.
- (9) On July 1st of every year, part-time, seasonal temporary employees will be credited 3 days (24 hours) or 3 times their normal shift of sick leave. It shall not be carried over, but is available for cash out upon termination pursuant to section Article 5, section K (3).
- (10) Accumulated sick leave hours can be paid at the time of separation from service at the employee's hourly rate at the time of separation or the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.

- K. LIFE INSURANCE:** The CITY agrees to provide group term life insurance up to fifty thousand dollars (\$50,000) for each employee.
- L. BILINGUAL PAY:** Employees who have been certified using a City designated language proficiency test as being fluent speaking, reading and writing in sign language or other secondary languages shall receive one dollar (\$1.00) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Department Head and City Manager. Each

certified employee may be required to be recertified as a condition of continued receipt of premium pay. Authorization and continuation of premium pay will be at the sole discretion of the City Manager.

Employees who have been certified using a City designated language proficiency test as being fluent speaking or interpreting (not reading or writing) in sign language or other secondary languages shall receive fifty cents (\$.50) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Department Head and City Manager. Each certified employee may be required to be recertified as a condition of continued receipt of premium pay. Authorization and continuation of premium pay will be at the sole discretion of the City Manager.

- M. **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.
- N. **PERMANENT PART-TIME EMPLOYEES:** Permanent, part-time employees are defined as working at the CITY one (1) year AND being a member of PERS pursuant to their regulations (see Article V, section D). Once a part-time employee has met the requirements to be considered permanent, they are eligible for limited benefits, defined as one-half (1/2) leave accruals, one-half (1/2) deferred compensation plan match, and ability to bid for open positions with the CITY. Any employee that is not permanent is deemed temporary.

ARTICLE VIII: HOURS AND WORKING CONDITIONS

- A. **HOLIDAY ACCRUAL:** The CITY allocates eleven (11) eight-hour days per year accrued at 3.38 hours per pay period (eighty-eight hours per year). Holiday time may be taken as time off if the Department Head or City Manager can properly schedule the time off. Scheduled time off does not need to occur on actual holidays.

An employee may request payment of banked holiday pay, to be paid by separate check. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department bi-annually. Such requests must be submitted by July 1st or December 1st to be paid on the first full pay period in July or December. An employee may maintain a maximum of one hundred seventy-six hours (176) of banked holiday pay. Any excess holiday hours, above the maximum accrual, as of December 31st of any year, will be paid to employees in January of the next year using the rate of pay in effect prior to any MOU increase in January.

Those employees assigned to a flex schedule will deduct the scheduled hours from their holiday accrual leave bank (E.g. An employee that is normally scheduled to work a 4/10 will deduct 10 hours holiday accrual from their leave bank on a holiday off).



A holiday shall cover a twenty-four (24)-hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

- B. VACATION ACCRUAL:** 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

Total vacation accrual for any employee shall not exceed the equivalent of two (2) years' accrual at the current accrual rate for that employee. Any excess vacation hours, above the maximum accrual, as of December 31st of any year will be paid to employees in January for the next year using the rate of pay in effect prior to any MOU increase in January.

An employee may request payment of up to forty (40) hours banked vacation pay, to be paid by separate check, per calendar year. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department bi-annually. Such requests must be submitted by July 1st or December 1st to be paid on the first full pay period in July or December.

- C. PROMOTION PROBATIONARY PURPOSES:** During the probationary in 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 in the former employing 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.
- D. BIDDING FOR OPEN POSITIONS:** In the event any position becomes open, it will be the responsibility of the Human Resources Department to notify permanent full-time and permanent 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 represented 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 within the CITY 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.

E. HOURS: The POA's official workweek shall be Friday from 6 a.m. to Friday at 6 a.m.

ARTICLE IX: PERSONNEL RULES AND REGULATIONS

Representatives from the CITY and the POA unit will meet for the purpose of possible modification of the Employees' Handbook and to convert it into a Personnel Rules and Regulations format.

ARTICLE X: JOB DESCRIPTIONS

Representatives from the CITY and each bargaining unit will meet for the purpose of possible modifications and revisions of employee job descriptions into a standardized and consistent format.

ARTICLE XI: 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.

ARTICLE XII: SKELLY PROCEDURE

BEFORE IMPOSING A LONG-TERM SUSPENSION, DEMOTION OR TERMINATION, THE EMPLOYEE SHALL BE ENTITLED TO THE FOLLOWING SO-CALLED SKELLY RIGHTS:

A. SERVICE OF WRITTEN NOTICE

THE AFFECTED EMPLOYEE SHALL BE SERVED WITH A WRITTEN NOTICE OF INTENT TO 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 TWO 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.

B. SERVICE OF THE NOTICE OF INTENT TO DISCIPLINE

THE NOTICE OF INTENT TO DISCIPLINE SHALL BE SERVED WHENEVER POSSIBLE PERSONALLY, OR BY FIRST CLASS 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.

C. REQUEST FOR HEARING

THE PROPOSED DISCIPLINARY ACTION SHALL NOT BE IMPOSED UNTIL THE END OF THE SECOND FULL BUSINESS DAY FOLLOWING THE DAY THE NOTICE OF INTENT WAS PERSONALLY SERVED, OR AT THE END OF THE FIFTH FULL BUSINESS DAY FOLLOWING THE DAY THE NOTICE OF INTENT WAS MAILED. DURING THAT PERIOD, THE EMPLOYEE'S SALARY SHALL BE CONTINUED TO BE PAID, AND HE/SHE MAY BE TERMINATED AT THE END OF THE SECOND (OR FIFTH, AS THE CASE MAY BE) BUSINESS DAY IF NO SKELLY HEARING HAS BEEN REQUESTED BY THE AFFECTED EMPLOYEE. IN THE EVENT A HEARING IS REQUESTED, THE EMPLOYEE SHALL CONTINUE TO BE PAID UNTIL A FINAL DECISION IS MADE.

D. THE SKELLY HEARING

IF THE EMPLOYEE REQUESTS A HEARING, IT SHALL BE CONDUCTED BY A NEUTRAL THIRD PARTY, SUCH AS THE DEPARTMENT HEAD, THE HUMAN RESOURCES MANAGER, THE ASSISTANT CITY MANAGER, THE CHIEF OF POLICE OR HIS/HER DESIGNEE, OR THE CITY MANAGER OR HIS/HER DESIGNEE. THE HEARING SHALL BE CONDUCTED AS SOON AS POSSIBLE AFTER IT IS REQUESTED, USUALLY NO LATER THAN TWO 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 OR BY UNION REPRESENTATIVES (UNLESS A LABOR AGREEMENT PROVIDES OTHERWISE). 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 NECESSARY TO PRODUCE NEW INFORMATION OR TO SUBSTANTIATE HIS/HER EXPLANATION OR MITIGATION. THE HEARING MAY BE CONTINUED TO A LATER TIME IN THE SAME DAY OR THE NEXT DAY OR SUCH OTHER DAY AS MAY REASONABLY BE NECESSARY FOR SUCH PURPOSE. THE NEUTRAL THIRD PARTY SHALL ISSUE HIS/HER DECISION WITHIN TWO BUSINESS DAYS AFTER THE CONCLUSION OF THE HEARING, EITHER APPROVING, DISAPPROVING OR MODIFYING THE INTENDED DISCIPLINE. THE RESULTING DECISION SHALL BE IMPLEMENTED IMMEDIATELY.

E. BINDING ARBITRATION

Handwritten initials: JW CR

PERMANENT EMPLOYEES WHO RECEIVE A LONG-TERM SUSPENSION OR ARE DEMOTED OR TERMINATED MAY, AFTER THE SKELLY HEARING, APPEAL THE DISCIPLINE BY SUBMITTING IT TO BINDING ARBITRATION. ARBITRATION SHALL BE CONDUCTED AS FOLLOWS: IF THE PARTIES CANNOT MUTUALLY CHOOSE AN ARBITRATOR, THE PARTIES WILL SELECT THE NAMES OF FIVE (5) ARBITRATORS FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE. THE PARTIES WILL FLIP A COIN. THE WINNER SHALL CHOOSE THE FIRST NAME AND SO ON UNTIL ONE NAME IS LEFT WHO SHALL BE THE ARBITRATOR.. THE ARBITRATOR MUST DECIDE EACH AND EVERY DISPUTE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, AND ALL OTHER APPLICABLE LAWS. LIMITED DISCOVERY MAY BE CONDUCTED IN THE ARBITRATION PROCEEDING UPON A SHOWING OF GOOD CAUSE AND THE APPROVAL OF THE ARBITRATOR. UNLESS THE EMPLOYEE AND THE CITY STIPULATE TO THE CONTRARY, PRIOR TO THE APPOINTMENT OF THE ARBITRATOR, ALL DISPUTES SHALL FIRST BE SUBMITTED TO NON-BINDING MEDIATION, CONDUCTED BY A NEUTRAL MEDIATOR. THE PARTIES SHALL SPLIT THE COST OF ALL FEES CHARGED FOR SUCH MEDIATION AND ARBITRATION PROCEEDINGS. THE ARBITRATOR'S DECISION IS FINAL AND BINDING.

F. DISCIPLINARY ACTIONS IN EMERGENCY SITUATIONS

UNDER EMERGENCY CIRCUMSTANCES, WHERE THE HEALTH AND SAFETY OF CO-WORKERS OR THE PUBLIC IS THREATENED, AN EMPLOYEE MAY BE IMMEDIATELY DISCIPLINED WITHOUT PRIOR NOTICE AND HEARING. IN SUCH A CASE, THE AFFECTED EMPLOYEE'S SUPERVISOR SHALL PROMPTLY DOCUMENT THE CIRCUMSTANCES WHICH JUSTIFIED THE IMMEDIATE DISCIPLINARY ACTION. AFTER THE EMERGENCY HAS PASSED, THE SUPERVISOR SHALL INITIATE THE SKELLY PROCEDURES, ABOVE.

ARTICLE XIII: GRIEVANCE PROCEDURE—NON-SKELLY

A. PURPOSE

WHEN AN EMPLOYEE HAS A COMPLAINT OR PROBLEM CONCERNING HIS/HER JOB, OR THE INTERPRETATION OR APPLICATION OF THIS MOU, AND THE COMPLAINT OR PROBLEM CANNOT BE RESOLVED BY INFORMAL DISCUSSION WITH HIS/HER IMMEDIATE SUPERVISOR, THEY MAY BE BROUGHT TO THE ATTENTION OF MANAGEMENT THROUGH THE GRIEVANCE PROCEDURE.

B. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

CERTAIN MATTERS AND ISSUES ARE NOT A PROPER SUBJECT OF THE GRIEVANCE PROCESS. IMPROPER MATTERS OR ISSUES ARE THOSE THAT FALL INTO THREE CATEGORIES:

1. MATTERS THAT HAVE THEIR OWN APPEAL PROCESS, SUCH AS THE SKELLY DISCIPLINARY ACTION; OR

2. MATTERS AND ISSUES THAT ARE SOLELY WITHIN THE DISCRETION OF MANAGEMENT, SUCH AS STAFF REORGANIZATIONS AND REDUCTIONS IN THE WORKFORCE (BUDGETARY LAYOFFS); AND

C. TIME LIMIT FOR PURSUING GRIEVANCES

TO ENSURE TIMELY RESOLUTION OF GRIEVANCES, THEY SHALL BE PURSUED WITHIN 10 BUSINESS DAYS AFTER THE EMPLOYEE BECAME AWARE OF THE GRIEVANCE, OR REASONABLY SHOULD HAVE BEEN AWARE OF IT. ALL OTHER GRIEVANCES SHALL BE DEEMED UNTIMELY AND MAY BE REJECTED UNLESS THE CITY MANAGER, IN HIS/HER SOLE DISCRETION, DETERMINES THAT THERE IS GOOD CAUSE FOR THE LATE FILING OF A GRIEVANCE.

D. GRIEVANCE PROCEDURE

THERE ARE FOUR STEPS TO THE GRIEVANCE PROCEDURE:

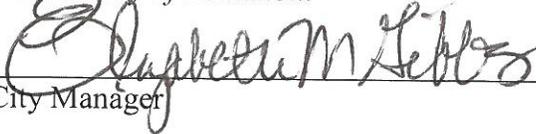
STEP 1: INFORMAL DISCUSSION WITH IMMEDIATE SUPERVISOR. EMPLOYEE(S) SHALL FIRST TAKE THEIR GRIEVANCE UP INFORMALLY WITH HIS/HER IMMEDIATE SUPERVISOR. IF THE GRIEVANCE IS NOT RESOLVED BY INFORMAL DISCUSSION, THE EMPLOYEE(S) MAY FORMALLY SUBMIT, IN WRITING, THE GRIEVANCE TO HIS/HER IMMEDIATE SUPERVISOR. THE EMPLOYEE(S) SHALL BRIEFLY DESCRIBE THE GRIEVANCE AND, WHEN POSSIBLE, A SUGGESTED SOLUTION. THE IMMEDIATE SUPERVISOR SHALL FORWARD THE GRIEVANCE WITHIN TWO WORKING DAYS TO THE DEPARTMENT HEAD.

STEP 2: DEPARTMENT HEAD. THE DEPARTMENT HEAD SHALL MEET WITH THE EMPLOYEE(S) WITHIN THREE WORKING DAYS AFTER RECEIVING THE WRITTEN GRIEVANCE AND SHALL DELIVER HIS/HER ANSWER IN WRITING TO THE EMPLOYEE(S) WITHIN TWO WORKING DAYS THEREAFTER. THE EMPLOYEE(S) SHALL HAVE THE RIGHT TO PRESENT THE GRIEVANCE TO THE DEPARTMENT HEAD WITH OR WITHOUT A REPRESENTATIVE.

STEP 3: HUMAN RESOURCES DIRECTOR OR ASSISTANT CITY MANAGER. IF THE GRIEVANCE IS NOT RESOLVED IN STEP 2, THE EMPLOYEE(S) MAY SUBMIT IT IN WRITING TO THE HUMAN RESOURCES DIRECTOR (OR ASSISTANT CITY MANAGER) WITHIN THREE WORKING DAYS AFTER THE DEPARTMENT HEAD'S ANSWER IS RECEIVED BY THE EMPLOYEE(S). THE HUMAN RESOURCES DIRECTOR (OR ASSISTANT CITY MANAGER) SHALL MEET WITH THE EMPLOYEE(S) WITHIN THREE WORKING DAYS AFTER HAVING RECEIVED THE WRITTEN GRIEVANCE AND SHALL DELIVER HIS/HER RESPONSE TO THEM IN WRITING WITHIN THREE WORKING DAYS AFTER SUCH MEETING.

STEP 4: CITY MANAGER. IF THE GRIEVANCE IS NOT RESOLVED IN STEP 3, THE EMPLOYEE(S) MAY SUBMIT IT IN WRITING TO THE CITY MANAGER WITHIN THREE WORKING DAYS AFTER THE DECISION OF THE HUMAN RESOURCES MANAGER/ASSISTANT CITY MANAGER IS RECEIVED. THE CITY MANAGER SHALL MEET WITH THE EMPLOYEE(S) WITHIN FIVE WORKING DAYS AFTER HAVING RECEIVED THE GRIEVANCE AND SHALL DELIVER HIS OR HER RESPONSE IN WRITING WITHIN FIVE WORKING DAYS AFTER SUCH MEETING, OR SUBSEQUENT MEETING(S), IF ANY. THE DECISION OF THE CITY MANAGER SHALL BE BINDING AND CONCLUSIVE ON ALL PARTIES.

For the City of Beaumont

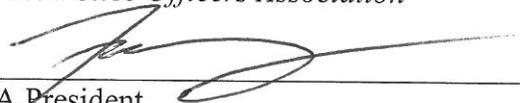


City Manager

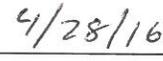


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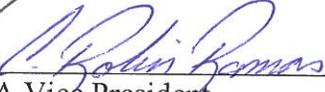
For the Police Officers Association



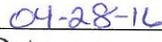
POA President



Date



POA Vice President



Date