

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach City Employees' Association (RBCEA), and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions in the RBCEA Bargaining Unit; and,

WHEREAS, the existing MOU with the RBCEA expires on December 31, 2023; and

WHEREAS, representatives of the City and the RBCEA have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the attached MOU will provide adjustments agreed upon by the RBCEA; and

WHEREAS, said MOU is not binding until presented to the Mayor and City Council for approval.

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

SECTION 1. That the MOU, attached hereto as Exhibit "A" and made a part hereof, between the City and Redondo Beach City Employees' Association for the period beginning January 1, 2024 and ending December 31, 2026 is hereby adopted.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 19th day of December, 2023.

\_\_\_\_\_  
William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael W. Webb, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF REDONDO BEACH       )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-            was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 19<sup>th</sup> day of December, 2023, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Eleanor Manzano, CMC  
City Clerk

## Exhibit "A"

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
**THE CITY OF REDONDO BEACH**  
AND  
**THE REDONDO BEACH  
CITY EMPLOYEES ASSOCIATION**



**January 1, 2024 – December 31, 2026**

Per Resolution No.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF REDONDO BEACH**  
**AND**  
**THE REDONDO BEACH CITY EMPLOYEES ASSOCIATION**

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Rules and Regulations for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter the "City") and representatives of the Redondo Beach City Employees Association (hereinafter the "Association") and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions included in the Non-Management Bargaining Unit.

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## **ARTICLE I. TERMS**

### **SECTION 1 – DEFINITION OF TERMS**

1.01 The following terms, whenever used in this MOU, shall have the meanings set forth in this section:

- A. ASSOCIATION: Shall mean Redondo Beach City Employees Association as the recognized representative for the employees covered by this agreement.
- B. CITY: Shall mean the City of Redondo Beach.
- C. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.
- D. CITY PHYSICIAN: Shall mean the physician or physicians designated by the Human Resources Director.
- E. DAYS: Shall mean calendar days except where working days are expressly specified.
- F. DEPARTMENT DIRECTOR: Shall mean the head of a department or the designee of the department director.
- G. EMPLOYEE: Shall mean persons who serve full-time and are appointed to full-time classes of positions in the Non-Management Bargaining Unit.
- H. EXEMPT EMPLOYEE: Shall mean an employee not entitled to time and half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
- I. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.
- J. MOU: Shall mean Memorandum of Understanding.
- K. NONEXEMPT EMPLOYEE: Shall mean an employee entitled to time and one half overtime pay for all hours worked beyond 40 in any workweek according to the provisions of the Fair Labor Standards Act.
- L. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
- M. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article VI, Section 3.03, an injury or illness certified by the City Physician to require a recuperation period of thirty days or more.
- N. TOTAL CITY SENIORITY: Shall mean total years of full time service with the City of Redondo Beach.
- O. WORK DAY: A work day and or shift shall be defined as eight, nine, 10 or 12

hours with paid or unpaid meal break of 30 or 60 minutes approximately midway through the shift.

P. WORK PERIOD: Shall mean for purposes of calculating overtime compensation, seven consecutive, regularly recurring, 24-hour periods equal to 168 hours set by the City Manager.

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

## **ARTICLE II. RECOGNITION**

### **SECTION 1 – CLASSES IN BARGAINING UNIT**

- 1.01 The City recognizes the Redondo Beach City Employees Association as the exclusively recognized employee organization for all employees in the job classes and job families listed in the Salary Resolution as members of the Association.
- 1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise as a result of the City recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.

## **ARTICLE III. COMPENSATION**

### **SECTION 1 – PAY PLAN**

- 1.01 The salary ranges for the classes covered by this MOU are as listed in Exhibit A. The ranges set forth in Exhibit A to this MOU include and reflect the following increases in base pay: six percent (6%) effective November 4, 2023; one and one half percent (1.5%) effective the first full pay period in January 2025; and one and one half percent (1.5%) effective the first full pay period in January 2026.
- 1.02 Effective November 4, 2023, the following classifications shall receive an additional increase of 5% in base pay: Building Inspector, Senior Building Inspector, Community Services Officer II and III, Housing Specialist, Human Resources Technician, and Municipal Services Officer.
- 1.03 Effective the first full pay period in January 2024, Communications Dispatchers shall be required to receive and maintain their emergency medical dispatch certification, and shall receive an additional increase of 10% in base pay. Current employees have one year to obtain the certification and shall thereafter maintain the certification.

### **SECTION 2 – PAY AFTER PROMOTION**

- 2.01 Base pay (Salary Ranges A through D) following promotion shall be established at the base pay rate (Salary Ranges A through D) in the higher class that represents at least a 5% increase over the pre-promotion base pay rate.

### **SECTION 3 – PERFORMANCE PAY**

- 3.01 The pay plan shall consist of four annual salary ranges designated A, B, C, and D.

Effective the first full pay period in January 2025, the pay plan shall consist of five annual salary ranges (Performance Pay Steps A through E). Effective the first full pay period in January 2026, the pay plan shall consist of six annual salary ranges (Performance Pay Steps A through F). Advancement from one pay rate to another shall be based on satisfactory job performance.

#### **SECTION 4 – LONGEVITY PAY**

4.01 INTENTIONALLY LEFT BLANK.

#### **SECTION 5 – EFFECTIVE DATE OF PAY ADJUSTMENTS**

5.01 The effective date of a pay (performance or longevity) increase shall be the beginning of the pay period following the anniversary date of change. This shall not alter the original anniversary date.

#### **SECTION 6 – DIRECT DEPOSIT**

6.01 All employees are required to receive their paychecks through the City's direct deposit provider. Authorization for direct deposit must be made by each individual employee, with the participating financial institution of his or her choosing, in the manner required by the City's existing direct deposit provider.

#### **SECTION 7 – IRS SECTION 125 PLAN**

7.01 The City's current IRS Section 125 Plan shall continue in effect as long as the IRS allows the program and it is administratively feasible for the City.

#### **SECTION 8 – OVERTIME PAY**

8.01 Except as otherwise provided in this Article, overtime shall be compensated at the rate of one and one-half hours for each hour of work over an employee's regular scheduled hours per shift in a work period, for 5/8, 4/10, 3/12 or 9/80 work schedules; or for alternative schedules mutually agreeable to the City and the Association.

8.02 Notwithstanding the fact that designated positions have been declared by the City to be exempt from the overtime provisions of the Fair Labor Standards Act, the City agrees to pay said positions for overtime hours at the rate established for other positions in the bargaining units.

#### **SECTION 9 – SHIFT DIFFERENTIAL PAY**

9.01 An employee regularly scheduled and assigned to work between 6:00 p.m. and 6:00 a.m. will be paid a shift differential of an additional \$1.00 per hour to be added to their current hourly rate of pay to be added for all hours worked during that period.

9.02 Shift Differential Pay shall be included in an employee's regular rate for the purposes of the calculation of overtime rates. Shift differential at the overtime rate of time and one-half is \$1.50 per hour.

## **SECTION 10 – COMPENSATORY TIME-OFF**

- 10.01 Employees may receive compensatory time-off (CTO) in lieu of overtime pay at the option of the employee. Said CTO shall accrue at a rate of one and one-half hours for each hour of employment for which overtime is required to a maximum amount not to exceed 80 hours of compensatory time. CTO or overtime pay shall be at the discretion of the supervisor, when the overtime is voluntary, in another work unit. An employee desiring to use accrued CTO must first obtain department director approval prior to taking time off. Such approval shall not be unreasonably withheld.

All accumulated CTO shall be paid to the employee in their paycheck at their current hourly rate of pay.

## **SECTION 11 – CALL-BACK COMPENSATION**

- 11.01 When an employee is called back to work after he or she has completed a regular shift and has left the premises of the City, he or she shall be paid a minimum of two hours compensation at the overtime rate.

## **SECTION 12 – BILINGUAL BONUS PAY**

- 12.01 Up to 12 full-time employees certified bilingual in Spanish, Japanese, Chinese, Korean, Arabic, Vietnamese or American Sign Language are eligible to receive Bilingual Pay in the amount of \$125 per month. The City Manager or his/her designee, and the affected Department Director shall designate those positions or assignments in which bilingual skill is desired. Such designations will be annually reviewed, and may be modified at the discretion of the City, to ensure effective service to the public. An employee receiving Bilingual Pay in an assignment that loses the Bilingual Pay designation will be notified of the change and of the loss of Bilingual Pay four pay periods in advance of the change. The designation of positions as eligible or ineligible for the receipt of Bilingual Pay, or the loss of Bilingual Pay, shall not be subject to the grievance procedure.

## **SECTION 13 – ACTING STATUS PAY**

- 13.01 When an employee is temporarily absent from their assigned duties because of illness or other reasons, or there is a need for additional personnel in a specific class, the department director may, with the approval of the City Manager, recommend an employee in a lower class be assigned the higher class. An individual so assigned to a higher class shall become eligible for the appropriate salary as determined in accordance with Sec. 2-3.507 of the Redondo Beach Municipal Code. The increase in salary shall become effective on the sixth working day after the employee of the lower class has assumed the higher class. The five working-day waiting period may be compiled non-consecutively and shall be for the substitute employee to become familiar with the duties and current projects of the position the employee is temporarily filling.
- 13.02 Upon the determination of the department director, the employee having temporarily assumed the higher class shall be returned to the regular class and appropriate salary range.
- 13.03 Additional Duties: An employee may be assigned additional duties not required of their class. The City Manager shall approve additional pay commensurate with the additional

duties, while such additional duties are assigned. Such additional pay shall be in an amount commensurate with the added duties assigned up to 25% of the base salary for the employee's permanent class. Such additional pay is not reportable to PERS and will not be reported as Special Compensation. Additional Duties Pay may be removed at any time with the removal of the commensurate duties and without notice or hearing.

#### **SECTION 14 – SICK LEAVE UTILIZATION BONUS PAY**

- 14.01 On or before August 7, each employee who has not used any sick leave during the preceding fiscal year, defined as July 1 through June 30, shall receive either \$225 or 12 hours off with pay, at the option of the employee. On or before August 7, each employee who has used not more than one work day of sick leave during the preceding fiscal year shall receive either \$112.50 or six hours off with pay, at the option of the employee.
- 14.02 An employee's use of Family Sick Leave as provided in Article VII., Section 3, will not be considered in the calculation of the Sick Leave Utilization Bonus Pay.
- 14.03 For the purposes of this section, the phrase "one work day" as used in 14.01, above, is defined as the number of hours for which an employee is regularly scheduled to work on one shift during the final pay period of the fiscal year.
- 14.04 The decision by an employee to receive either the cash bonus or the paid time off under this section must be received by the City on or before July 15 of each year. Such decision shall be irrevocable. An employee eligible for this benefit who fails to notify the City of his or her decision will be considered to have chosen to receive the cash bonus.
- 14.05 Paid time off granted under this section shall be used during the fiscal year in which it is granted. Paid time off granted under this section that is not used during the fiscal year in which it was granted shall, regardless of the reason for the non-use, be converted to the cash bonus option described in 14.01, above, on or before August 7 of the following fiscal year.
- 14.06 An employee may use sick leave as bereavement leave or donate leave under the catastrophic leave policy and such time shall not be considered as "sick leave use" for the purpose of determining eligibility for the bonus provided for in this Section. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus, shall be eligible to receive the bonus for the preceding fiscal year. Employees who retire on or after July 1, and who qualify for the bonus, shall have this bonus included in their final paycheck.

#### **SECTION 15 – REDUCED HOURS WORK PLAN**

- 15.01 Full-time employees may request, and with the agreement of the respective department head, to reduce the number of hours worked in a work period seven consecutive, regularly recurring, 24 hour periods equal to 168 hours set by the City Manager by the amount of two, four or eight hours. Employees who opt for such a reduced hours work plan shall maintain the various full-time benefits of health insurance, dental insurance, psychological health insurance, and term life and AD&D insurances. Sick leave and vacation accruals and holidays shall be prorated based upon the number of hours worked.
- 15.02 All requests for a reduced hours work plan must be approved by the department head and

the City Manager or his/her designee, and shall be for a minimum period of three months.

## **SECTION 16 – CERTIFICATION PAY**

- 16.01 Employees assigned to the duties of a Senior Deputy City Clerk shall receive certification pay equal to 5% of base salary.

Employees assigned to the duties of Deputy City Clerk shall receive certification pay equal to 2.5% of base salary.

- 16.02 An employee in the class of Communications Dispatcher Trainee who is certified as an “Emergency Medical Dispatcher” shall receive a 10% bonus pay above their base salary. Emergency Medical Dispatcher pay is not reportable to PERS and will not be reported as Special Compensation.

## **SECTION 17 – STANDBY BONUS PAY**

- 17.01 Employees designated by the City Manager or his/her designee on the recommendation of a department head may be assigned to standby duty and receive Standby Bonus Pay. Those employees assigned to standby duty shall wear a pager or mobile phone provided by the City and shall report for work fit for duty within one hour of being called. Those employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$100.00 per week. Effective December 27, 2014, those employees assigned to standby duty who meet the requirements specified above in this Section shall be paid bonus pay in the amount of \$150.00 per week.

## **SECTION 18 – COURT TIME PAY**

- 18.01 At court proceedings and official hearings or on-call subpoenas, the employee shall be paid a minimum of two hours pay at the overtime rate for work performed outside his or her regular work shift.

## **SECTION 19 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

- 19.01 Employees shall be eligible, upon request, to receive up to a maximum of \$1,500.00 per fiscal year for tuition reimbursement, up to a maximum of \$15,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for courses that are job-related including training, exams, or fees required to obtain job-related licenses and certificates, membership dues for job-related professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, weight loss programs, etc.). Requests for reimbursement must be approved in advance by the Department Head and the City Manager, or his/her designee for payment.

Employees shall not be paid salary for attending such courses, training, or exams. This applies only to courses, which are job-related or required for a job-related degree. Employees shall not be paid salary for attending such courses. This provision is separate from training required by the City. If the City requires training of an employee, they will be paid their normal salary on a work day, or overtime if on a day other than their normal scheduled shift, subject to other applicable overtime criteria.

## **SECTION 20 – SPECIAL ASSIGNMENT PAY**

### **20.01 Communications Dispatch and Community Services Officer II Trainer**

An employee in the classes of Communications Dispatcher or Community Services Officer II may be assigned at the sole discretion of the Chief of Police and the City Manager or his/her designee to train another employee. While assigned a trainee and while actively engaged in training, the Trainer shall receive bonus pay in the amount of \$138.46 per pay period.

Trainers performing related Trainer tasks may be eligible to receive Special Assignment Pay upon prior approval of the Chief of Police and the City Manager or his/her designee.

When a trainer is no longer actively engaged as a trainer as provided in this Section, he or she will no longer receive Trainer Pay. The loss of Trainer Pay, or the decision by the Chief to not assign an individual to train another employee, shall not be subject to the grievance procedure.

### **20.02 Court Liaison Officer**

The City agrees to pay a bonus of \$500.00 per year, exclusive of all other bonuses, to one employee designated as Court Liaison Officer by the Chief of Police and the City Manager or his/her designee.

### **20.03 Police Identification Technician**

The City agrees to pay a bonus of \$150 per month, exclusive of all other bonuses, to one employee appointed to the position of Police Identification Technician provided that said employee possesses an International Association for Identification (IAI) Certificate.

### **20.04 Police Facility Dog Handler**

The City agrees to pay a secondary assignment bonus of 8.5% of base pay to the Police Department employee(s) appointed to the position of Police Facility Dog Handler. Full time employee(s) who are routinely and consistently assigned to handle, train and board a Police Facility Dog shall receive the secondary assignment bonus for the time during which secondary assignment services are actually performed. The secondary assignment bonus shall not include veterinarian fees, food and other reimbursable expenses for the maintenance of the dog.

The employee(s) assigned and in possession of the Police Facility Dog during the time of the assignment shall be assigned a City vehicle for the sole purpose of discharging Police Facility Dog activities. The employee(s) primary residence and domicile for the dog must be no more than 50 linear miles from the Redondo Beach city limit.

The position of Police Facility Dog Handler is a secondary assignment within the employee's assigned position, is at-will, and is appointed by the Chief of Police, or designee. The employee assigned the dog will maintain their current position. Upon release of the facility dog from the Police Department, or termination of the secondary assignment, the employee(s) will maintain their original position and assigned duties for the specific job classification, but will cease to be entitled to the benefits described in this

Section 20.04 of the MOU.

## **SECTION 21 – DIVE BONUS PAY**

- 21.01 A flat rate bonus of \$75.00 per person per dive will be paid to Building Inspectors in the unit who are certified SCUBA divers.
- 21.02 One dive is generally defined as work performed during the use of one tank of oxygen, and includes the preliminary equipment checks, etc., and the necessary activities after a dive. An employee performing two dives in one day, for example, will receive Dive Pay in the amount of \$150.00. Dive Pay is in addition to an employee's regular salary.
- 21.03 All diving by employees pre-designated in 21.01, above, is voluntary and the City may not mandate those employees to dive under any circumstances.

## **SECTION 22 – LATERAL INCENTIVE BONUS AND REFERRAL BONUS**

- 22.01 Effective January 1, 2024 and subject to authorized funding in the Police Department operating budget for the current fiscal year, lateral Communications Dispatchers hired by the City shall receive a \$10,000 lateral incentive bonus. The lateral incentive bonus shall be paid as follows: \$2,500 upon hire as a City of Redondo Beach employee, \$2,500 when the new lateral dispatcher completes training, and \$5,000 when the new lateral dispatcher successfully completes probation.
- 22.02 Effective January 1, 2024 and subject to authorized funding in the Police Department operating budget for the current fiscal year, current unit employees who refer a lateral Police Officer, Communications Supervisor, or Communications Dispatcher candidate that is hired by the City shall receive a \$5,000 referral bonus. The new employee must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be paid as follows: \$2,500 when the lateral candidate begins their first day as a Redondo Beach employee, and \$2,500 when the new lateral employee completes training.
- 22.03 Effective January 1, 2024 and subject to authorized funding in the Police Department operating budget for the current fiscal year, current unit employees who refer a Police Recruit candidate or Communications Dispatcher Trainee that is hired by the City shall receive a \$2,000 referral bonus. The candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be paid as follows: \$1,000 when the candidate is hired, and \$1,000 when the employee completes training.
- 22.04 Effective January 1, 2024 and subject to authorized funding in the Police Department operating budget for the current fiscal year, current unit employees who refer a Pre-Service Police Officer candidate that is hired by the City shall receive a \$3,000 referral bonus. The Pre-Service Police Officer candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be paid as follows: \$1,500 when the Pre-Service Police Officer is hired, and \$1,500 when the Pre-Service Police Officer completes field training.
- 22.05 The lateral incentive bonus and the referral bonus are fully taxable and not reportable to CalPERS as pensionable compensation.



## **ARTICLE IV. RETIREMENT BENEFITS**

### **SECTION 1 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) PLANS**

- 1.01 Employees who are first employed by the City in a position in the miscellaneous membership classification on or before June 29, 2012 are eligible to participate in Tier I Miscellaneous Member benefits. Employees who are first employed by the City in a position in the miscellaneous membership classification on or after June 30, 2012 (or the last day prior to implementation of the second tier if after June 30, 2012) are eligible to participate in Tier II miscellaneous member benefits. Employees who are first employed by the City in a position in the Miscellaneous classification on or after January 1, 2013, and who are “new members” as defined in the Public Employee Pension Reform Act of 2013 (“PEPRA”) are eligible to participate in Tier III Miscellaneous member benefits.
- 1.02 During the term of this agreement, for employees receiving benefits under the Tier I Miscellaneous Member plan, the City shall pay into the employees' account the employee share of the contribution to the Public Employees Retirement System (CalPERS) in the amount of 7% of reportable salary for miscellaneous classes.
- 1.03 Employees receiving benefits under the Tier II Miscellaneous Member plan are responsible for paying the 7% employee contribution required by CalPERS.
- 1.04 Tier I Miscellaneous Member Benefits

The City shall provide the following terms and optional benefits to employees participating in the Tier I Miscellaneous Member benefit plan:

- A. 2% at 55 (Section 21354 of the Government Code).
- B. One-Year Final Compensation (Section 20042 of the Government Code).
- C. Military Service Credited as Public Service (Section 21024 of the Government Code).
- D. Credit for Unused Sick Leave (Section 20965 of the Government Code).
- E. Employer Paid Member Contribution (EPMC) (Section 20692 of the Government Code).
- F. Post-Retirement Survivor Allowance (Sections 21624 and 21626 of the Government Code).
- G. Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548).

The benefits provided in this Section 1.03 shall only be available to employees participating in the Tier I Miscellaneous Member benefit plan and shall not be available under the Tier II Miscellaneous member benefit plan.

- 1.05 Tier I Miscellaneous Member Cost-Sharing

Pursuant to Government Code Section 20516, subsection (f), employees receiving benefits as Tier I Miscellaneous Members shall pay a portion of the employer contribution associated with providing enhanced or optional benefits associated with this plan. The portion of the employer contribution that will be paid for by employees shall be equal to 5.08% of reportable compensation. This amount is equal to 4% of employee compensation under the Pay Plan in Exhibit A.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

#### 1.06 Tier II Miscellaneous Member Benefits

The following terms and optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan:

- A. 2% at 60 benefit formula.
- B. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548).

Except as expressly provided in this Section 1.04, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

In the event it is determined that this cost-sharing provision does not comply with the requirements of the Public Employees' Retirement Law, the parties agree to meet and confer on alternative ways to achieve an equivalent cost-savings intended by this provision. If after meeting and conferring, the parties do not agree to an alternative, the employees' compensation shall be reduced four percent, and the parties shall continue to meet and confer on alternatives that will allow the City to achieve the cost-savings intended by this provision.

#### 1.07 Tier III Miscellaneous Member Benefits

The City shall provide the two percent at 62 retirement formula to all employees participating in Tier III Miscellaneous Member benefit plan. Those employees shall pay to PERS by payroll deduction 50% of the normal cost of the 2% at age 62 benefit as determined by PERS. The employee's pension benefit will be determined on the basis of the employee's highest consecutive 36 months of employment.

In addition, the following shall be available to employees participating in the Tier III Miscellaneous Member benefit plan: Pre-Retirement Optional Settlement 2 Death Benefit (section 21548.)

Except as expressly provided in this section 1.07, no other CalPERS optional benefits shall be available to employees participating in the Tier III Miscellaneous Member benefit

plan.

- 1.08 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21163 of the Government Code as it now exists or may hereafter be amended.
- 1.09 For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

## **SECTION 2 – RETIREE MEDICAL INSURANCE BENEFITS**

### **2.01 Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible**

For each retiree hired before July 1, 2011 (“Tier I Retiree”), the City shall make an “unequal” contribution of \$1 per month directly to CalPERS. The City’s mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the “Employer Minimum Contribution for Retirees.” In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled (“Tier I Retiree Differential Payment”) from among those plans provided by the City. The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who meets all of the following criteria:

- A. Eligible employees must have a minimum of five years full-time service with the City of Redondo Beach, and
- B. Must retire with CalPERS, except for good cause, and begin drawing pension benefits within 120 days of their separation from service with the City, and
- C. Must have completed a minimum of 20 years of full-time or part-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare supplemental plans the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the Tier I retiree selecting any such options. When the Tier I Retiree dies, he or she

will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

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

## **2.02 Tier II Retirees – Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible**

Employees hired on or after July 1, 2011 (Tier II Retirees) shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by the Tier II Retiree's years of continuous service with the City, as follows:

The Employer Minimum Contribution for Retirees; plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 100% of the Tier I Retiree Differential Payment as outlined in Section 2.01;

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

The benefits provided under this Section 2.02 shall only be provided to Tier II Retirees who meet all of the following criteria:

1. Has separated from City employment and, has retired with CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.
3. Individuals receiving benefits must ensure continuity of coverage through City

insurance plans, except for good cause. Termination by the individual of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum amount required by law, under this section.

### **2.03 Retirees That Are Medicare-Age Eligible**

Beginning with the transition to the PERS Health program in 2017, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make "mandatory contributions" on behalf of Medicare-Eligible Retirees shall be limited to the minimum contribution required by law, and only for so long as City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

## **ARTICLE V. INSURANCE BENEFITS**

### **SECTION 1 – MEDICAL INSURANCE**

1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2024 is \$157 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution For Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Table A

<u>Effective January 1, 2023</u>	<u>Monthly Allowance</u>
Employee Only	\$1,250
Employee +1	\$1,600
Employee +2 or more	\$2,000

<u>Effective January 1, 2024</u>	<u>Monthly Allowance</u>
Employee Only	\$1,300
Employee +1	\$1,700
Employee +2 or more	\$2,150

<u>Effective January 1, 2025</u>	<u>Monthly Allowance</u>
Employee Only	\$1,350
Employee +1	\$1,800
Employee +2 or more	\$2,300

<u>Effective January 1, 2026</u>	<u>Monthly Allowance</u>
Employee Only	\$1,400
Employee +1	\$1,900
Employee +2 or more	\$2,450

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125. Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Total Monthly Allowance will not increase, absent mutual agreement.

- 1.03 As an added benefit, the City shall pay the cost of life insurance (\$50,000 benefit, \$1,500 per qualified dependent), accidental death and dismemberment insurance (\$50,000 benefit) and employee assistance plan premiums for each employee.
- 1.04 If medical premiums increase by 12% or more in any year during the term of this MOU, the City agrees to meet and confer with the Association, at the Association's request, regarding maximum dollar amounts the City shall pay for medical insurance.

## **SECTION 2 – OPT OUT**

2.01 Employees may elect not to select PERS medical insurance and receive 50% of the employee's medical coverage premium for the level of coverage for which they are eligible (Employee, Employee +1 or Family), up to a maximum of \$1,210 per month. For new employees hired after December 31, 2020, the maximum "opt-out" cash back available will be \$900 per month." In no event shall the amount of the 50% cash back exceed the City's maximum contribution to the employee listed in Table A of Article V, Insurance Benefits, Section 1.02. Employees may only opt out of insurance benefits and receive the 50% benefit if they provide proof of alternative insurance coverage under a qualified group health plan. Employees opting out of medical coverage may purchase other items in the cafeteria plan, or convert their "opt out" amount to taxable income. The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S.

Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

2.02 Employees subsequently wishing to re-enroll in the PERS Health plan may do so only during the "open enrollment period", unless there is a qualifying event. A qualifying event shall be defined as set forth in the PERS Medical Plan

## **ARTICLE VI. SICK LEAVE BENEFITS**

### **SECTION 1 – SICK LEAVE POLICY**

- 1.01 The legitimate use of sick leave by the employee shall be considered a form of insurance intended to provide income continuation during periods of non-occupational illness, injury, maternity, medical or dental appointments, or illness within the family, and a supplement to temporary disability benefits during periods of occupational illness or injury and for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a). In addition to the use of sick leave for illness within the family, an employee may designate one person per 12-month period to use sick leave to care for at the time the employee requests sick leave.
- 1.02 The department director or the City Manager or his/her designee may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.03 An employee shall not be entitled to sick leave while absent from duty on account of illness or injury incurred while self-employed or in the employ of an employer other than the City.
- 1.04 Employees will not be treated unfairly for the legitimate use of sick leave.

### **SECTION 2 – SICK LEAVE PLAN FOR EMPLOYEES HIRED PRIOR TO DECEMBER 14, 1981**

- 2.01 Employees with an initial employment date on or after July 1, 1977, and prior to December 14, 1981, shall be allocated a maximum of 2,080 hours of sick leave with full pay less any sick leave hours used between July 1, 1989, and January 1, 1991. Said maximum allocation of sick leave hours if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 2.02 Sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accumulated sick leave for every day of temporary disability.
- 2.03 The sick leave plan set forth in this Section shall supersede and make null and void all provisions of the Redondo Beach Municipal Code, Section 2-3.514(d) related to limits of sick leave with pay.

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

- 3.01 Effective July 8, 2006, employees covered under this section, and those hired on or after December 14, 1981, shall accrue 108 hours of sick leave per year, to a maximum of 2,080 hours.
- 3.02 Employees who accrue sick leave pursuant to this Section who suffer a serious non-work related injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing leave hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, said employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 3.03 The sick leave accrual set forth in this Section for those employees hired on or after December 14, 1981, shall supersede and render null-and-void all provisions of the Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.
- 3.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury. One-third (1/3) day of sick leave shall be subtracted from an employee's accrued sick leave for every day of temporary disability.

## **ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS**

### **SECTION 1 – HOLIDAY LEAVE**

- 1.01 The following 12 dates shall be recognized as holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, The Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Except for employees described in section 1.05 of this Article, employees may only use their paid or unpaid holiday leave on these holidays.
- 1.02 If a holiday falls upon a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- 1.03 All holiday hours shall be paid. Except for those employees described in section 1.04, below, all accrued, unused holiday leave hours shall expire on December 31 of each calendar year.
- 1.04 Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analysis Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Police Department), Traffic Sr. Clerk (Traffic Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit), Communications Dispatcher, Lead Police Services Specialist, Communications Dispatcher Trainee, or Police Services Specialist, shall receive 108 hours of paid holiday leave each calendar year.



- A. Earned Holiday Leave may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy.
  - B. Upon request of the employee, earned, unused paid Holiday Leave may be “cashed-out” at any time during the calendar year in which such leave time is earned. The payment will appear in the employee’s paycheck at the current value of their regular rate of pay.
  - C. During January of each year, unused paid holidays earned during the previous calendar year shall be automatically paid at the current value of their regular rate of pay.
- 1.05 At the discretion of the department head or the City Manager or his/her designee, employees in newly created classifications may be assigned holiday leave under section 1.04, in lieu of holiday leave under section 1.03, but such assignment may be revoked at any time at the sole discretion of the department head or City Manager or his/her designee. In the event of such revocation, the employee will be assigned holiday leave under section 1.03 on a pro rata basis.
- 1.06 Additional December Holidays
- A. Except for those employees listed in subsection (B), below, December 23, 26 and 30, 2024, December 23, 29 and 30, 2025, December 28, 29 and 30, 2026 (hereinafter referred to as the “Additional December Holidays”) shall be additional paid holidays. If an employee that is not listed in subsection (B) below is required to work by their Department Head on any day of the Additional December Holidays, they will have the opportunity to utilize “floating holiday hours” until the end of the final pay period in the 2025, 2026 or 2027 respective Calendar Year. If the “floating holiday hours” are not used by the end of the final pay period in the 2024 Calendar Year, the holiday hours will be paid at the current value of their regular rate of pay. The parties understand that the Agreement will expire at the end of Calendar Year 2026, but employees will have until the end of the respective calendar years after the hours were accrued (December 31, 2025, December 31, 2026 and December 31, 2027 to use or be paid any unused “floating holiday hours.”
  - B. Employees assigned to Community Service Officer II, Community Service Officer III, Administrative Specialist (Payroll), Administrative Coordinator (Detective Unit), Crime Analyst Unit, Administrative Coordinator (Information Services/Computer Technology), Office Specialist III (Police Department), Traffic Sr. Clerk (Traffic Unit), Administrative Specialist (Detective Unit), Police ID Technician (Crime Scene Unit), Communications Dispatcher, Lead Police Services Specialist, Communications Dispatcher Trainee, or Police Services Specialist, shall receive an Additional December Holidays Bank of 27 hours. Additional December Holidays Bank hours may be taken in quarter-hour (1/4) increments, and will be granted in accordance with department or division policy, but may not be used when doing so creates the need for overtime as determined at the sole discretion of the head of the Department. Any Additional December Holidays Bank hours which are unused as of the end of the final pay period in the 2024 Calendar Year, will be paid at the current value of their regular rate of pay. The parties understand that the Agreement will expire at the end of Calendar Year 2026, but employees will have until the end of the 2027 Calendar Year to use or be paid any unused

Additional December Holidays Bank hours.

## **SECTION 2 – VACATION LEAVE**

- 2.01 It is the City's policy to encourage employees to take vacation leave. Except in cases of emergency or for other proper cause, requests for vacation leave shall be approved.
- 2.02 Except as otherwise provided in this section, employees shall accrue vacation leave as follows:

<b>Completed Years of Service</b>	<b>Annual Accrual</b>	<b>Accrual Limit</b>
1 through 5	88 hours	176 hours
6 through 14	120 hours	240 hours
15 or more	160 hours	320 hours

- 2.03 It is the City's policy that vacation shall be taken annually. Vacation leave shall not be accrued in excess of the Accrual Limit indicated above.
- 2.04 The City Manager may authorize an employee to accrue vacation in excess of the allowed maximum amount if the employee has planned an approved extended vacation during the next fiscal year, or if departmental responsibilities preclude the employee from taking a vacation; and the employee requests such authorization in writing. The City Manager's response shall also be in writing.
- 2.05 Upon written request, employees may cash out twice per fiscal year a total of 80 hours of vacation leave. In order to cash out vacation leave in a forthcoming calendar year, during the month of December, an employee must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed-out from next year's vacation leave accrual. During the calendar year following the pre-designation, an employee may choose an increment of vacation leave cash-out in May. If no cash-out occurs during the year any remaining balance of the pre-designated amount will be cashed out in November. The payment will appear in the employee's paycheck at the current value of their regular rate of pay.
- 2.06 At the discretion of the City Manager, employees who are hired from another public agency may be considered a lateral transfer and be credited with time served in a public agency for accrued vacation leave time.

## **SECTION 3 – FAMILY SICK LEAVE**

- 3.01 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities; but, rather, to recognize diversity in family relationships (e.g. substitute aunt for mother).
- 3.02 Immediate family shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, grandparent, grandchild, spouse, domestic partner, child, step-child or legal dependent.

- 3.03 An employee may designate one additional person to care for using family sick leave per 12-month period at the time the employee requests family sick leave.
- 3.04 An employee who accrues sick leave pursuant to Article VI, Section 2 may use up to 108 hours of his or her sick leave bank per fiscal year for family sick leave as defined by state law. An employee who accrues sick leave pursuant to Article VI, Section 3, may use up to 108 hours of his or her sick leave bank leave or leave from the long-term disability bank per fiscal year. The leave benefit provided in this section shall supersede and make null and void the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

#### **SECTION 4 – FAMILY MEDICAL LEAVE ACT (FMLA)**

- 4.01 As required by State and Federal law, the City will provide family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
- 4.02 Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used to determine entitlement to family leave.

- 4.03 While on leave, employees must use accrued benefit time, such as vacation or in the case of the employee's own serious health condition, sick leave. Employees are not allowed to use compensatory overtime ("CTO") in accordance with leave regulations.

#### **SECTION 5 – DONATION OF LEAVE POLICY**

- 5.01 The Donation of Leave Policy is designed to assist an employee who has exhausted paid leave due to a serious or catastrophic illness, injury or other condition either to the employee or to a member of his or her immediate family. This policy allows other employees to donate accrued leave so that he or she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness, injury or condition.
- 5.02 Upon request of an employee and upon approval of the department head and the Human Resources Department, accrued leave (vacation and sick time) may be transferred from one or more employees (donors) to another employee (recipient). The recipient may participate in the program under the five following conditions:

- A. The recipient is a regular, full-time employee;
- B. The recipient, or his or her family member, has sustained a life threatening or debilitating illness, injury or condition. The Department Head and/or the City Manager or his/her designee may require that the condition be confirmed by a doctor's report;
- C. The recipient has exhausted all paid leave; or, in the case of illness of or injury to a recipient's immediate family member, all allowed leave;
- D. The recipient must be prevented from returning to work for at least 30 days and have applied for a leave of absence without pay for medical reasons. This condition does not apply when the illness or injury involves a member of the recipient's immediate family, rather than the recipient;
- E. The request for participation in the program shall be made on an Application for Donation of Leave Program form.

5.03 The following rules apply when donations of time occur:

- A. Vacation and sick time may be transferred by regular employees;
- B. The time will be converted from the type of leave given to sick leave or family care leave, whichever is appropriate, and credited to the recipient's leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee;
- C. The donations must be a minimum of four hours and, thereafter, in whole hour increments;
- D. The total leave received by the employee shall normally not exceed three months; however, if approved by the department head and Human Resources, the total leave received may be up to a maximum of six months;
- E. Recipients of family care leave will be allowed to use all hours received, up to the limits of this policy (see D. above), even though such use exceeds the limits for family care leave found in the MOU;
- F. Donations approved shall be made on a Donation of Leave form signed by the donating employee. These donations are irrevocable under any conditions.

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

## **SECTION 6 – LEAVE REQUESTS**

6.01 All leaves shall be requested in writing and approved in writing in advance of the time when it is taken. In bona fide emergencies, such approval shall be sought as practicable. Departments shall establish reasonable requirements to cover emergency requests for leave. No leave shall be paid unless the employee has accrued leave available as provided by this MOU and the department director has approved pay for the leave. In the

event an employee requesting leave has no accrued leave available, the department director may approve leave without pay.

## **SECTION 7 – BEREAVEMENT LEAVE**

- 7.01 Each employee shall receive 27 hours of paid bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's mother, father, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, child, step-child, spouse, registered domestic partner, legal dependent, sister or brother. The City agrees to allow employees to pre-designate and substitute other family members for bereavement leave. The intent of this provision is not to expand the number of persons included in the definition of "qualifying incident" or to increase paid leave opportunities; but, rather, to recognize diversity in family relationships (e.g. substitute aunt for mother).

## **ARTICLE VIII. ASSOCIATION**

### **SECTION 1 – LEAVE**

- 1.01 The Association shall have an aggregate total of 240 hours per fiscal year of leave with pay available to its members for purposes of attending seminars or conferences relevant to employee-employer relations, grievance representation and other Association business. Hours not used at the end of any fiscal year may not be used in the next fiscal year and are lost to the Association. The Association shall provide reasonable advance written notice to department director specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied. The leave described in this paragraph does not include the time granted to the Association representatives to meet and confer with City representatives on matters related to wages, hours and other terms and conditions of employment. Meet and confer time is compensated on a straight time basis to a maximum of eight hours per day, and 40 hours per week.
- 1.02 Notwithstanding Section 1.01 above the Association shall be granted up to four (one per quarter) unit meetings. Such meetings shall be for one hour from Noon to 1:00 p.m. Employees from non civic center locations will be granted normal driving time to and from their regular work site. The Association agrees to use the regular unpaid meal period to cover the time to the extent possible. Employees regularly scheduled to work during daytime may not take additional meal time on the day.

### **SECTION 2 – ASSOCIATION STEWARDS**

- 2.01 The Association may select a reasonable number of stewards for this bargaining unit. The Association shall give to the City a list of the names of employees selected as stewards. This list shall be kept current by the Association. Stewards may spend an amount of time as provided for in Section 1 to properly and expeditiously investigate and process grievances. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as stewards.

### **SECTION 3 – BULLETIN BOARDS**

- 3.01 The Association may purchase, install, and maintain, at the Association's expense, bulletin boards for the Association's sole use. Such bulletin boards shall be located in City facilities

wherein Association members are assigned or generally congregate, but shall not be visible from any of the City's public counters.

#### **SECTION 4 – DUES DEDUCTION**

- 4.01 The City shall deduct from each paycheck and remit to the Association within the week following pay day, the Association dues which an employee authorizes in writing.

4.02 Association Dues Collection

The Financial Services Department shall deduct Association dues from all employees who have signed a written authorization. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues deduction for that pay period.

4.03 Indemnification

The Association shall indemnify the City from all claims by bargaining unit members as a result of implementing and maintaining Association Dues Deductions.

4.04 Employee Information

Within thirty (30) days of each new hire in CEA, the City will notify CEA of the new hire, providing CEA with the employee's name, classification, job title, department in the City, work location, work email address, work phone number, and date of hire.

4.05 Union Security: Maintenance of Membership

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first twenty (20) days of May by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

4.06 New Employee Orientation

City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the Human Resources orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

## **SECTION 5 – PAYROLL DEDUCTIONS FOR BENEFIT PROGRAMS**

- 5.01 The City will permit the utilization of the existing single payroll deduction system to enable Association members to contribute toward a maximum of five individual Association Benefit Programs.
- 5.02 The Association shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action arising from these benefit programs.

## **SECTION 6 – REPRESENTATION**

- 6.01 An employee who reasonably believes that discipline may result from a meeting with his or her supervisor may have an Association representative present at such meeting. Obtaining an Association representative by the employee shall not unreasonably delay such meeting.

## **SECTION 7 – LABOR-MANAGEMENT COMMITTEE**

- 7.01 Representatives of the City and the Association shall meet on an as needed basis to consider any mutually agreed upon matters. Except as otherwise provided in this Section, consideration of these matters shall in no way constitute a waiver of any City or Association rights under federal law, state law, the Redondo Beach Municipal Code, or of the provisions of this MOU.
- 7.02 The intent of this Section is to provide the City and the Association with the opportunity to exchange information on mutually agreed upon matters, with no expressed or implied obligation on the part of the parties to reach agreement on any of these matters during the term of this MOU.

## **ARTICLE IX. GRIEVANCES**

### **SECTION 1 – PROCEDURE**

- 1.01 A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU.
- 1.02 Step One - Immediate Supervisor. Any employee with a grievance shall initiate the grievance procedure within 15 calendar days of the date of the incident, or when the employee should reasonably have been made aware of the grievance, by explaining the situation orally to his or her immediate supervisor. The employee waives the right to proceed with the grievance if he or she does not initiate the procedure within the 15 day period. The supervisor shall make a decision and present his or her decision, in writing, to the employee within five working days.
- 1.03 Step Two - Department Director. If the employee is not satisfied with the decision of his or her immediate supervisor, he or she shall present the grievance, in writing, to his or her department director within five working days of the decision of the employee's immediate

supervisor. The employee waives the right to proceed with the grievance if he or she does not act by the deadline. Within five working days, the department director, or the designee of the department director, shall present his or her decision, in writing, to the employee with copies to the City Manager or his/her designee.

- 1.04 Step Three - City Manager. If the employee is not satisfied with the decision of the Department Director, the employee may present the grievance, in writing, to the City Manager within seven calendar days of receipt of the Department Director's decision. The employee waives the right to proceed with the grievance if he or she does not act by this seven day deadline. If the grievant so requests following written submission of the grievance to the City Manager, the City Manager shall meet informally with the grievant and his or her representative in an effort to resolve the issue. Within 14 calendar days of receipt of the grievance or of an informal meeting held as provided in this section, whichever is sooner, the City Manager or his or her designee shall present a decision, in writing, to the employee.
- 1.05 Step Four – Mediation – Within seven working days of receipt of the City Manager's decision, if a grievance remains unresolved or is not resolved to the satisfaction of the Association, the City and Association shall engage the assistance of a mediator. Either the City or the Association shall request a mediator from the California State Mediation and Conciliation Service. The mediator must be approved by both City and Association before mediation begins.
- 1.06 Step Five – Arbitration - A grievance unresolved by mediation or not resolved to the satisfaction of the Association, may be submitted to final and binding arbitration by the Association submitting a letter within 14 days of the last mediation session to the City Manager or his/her designee requesting that the grievance be submitted to final and binding arbitration. The Association waives the right to proceed if the request is not submitted by this 14 day deadline. The grievance submitted to final and binding arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his/her representative shall jointly request a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator.
  - A. All of the costs of the arbitrator and court reporter if utilized, shall be shared equally by the City and Association. The parties agree that under no circumstance shall the affected employee(s) be responsible for paying any of the cost of arbitration.
  - B. The arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Association also agree that employee suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right



to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, finding the most appropriate remedy. The arbitrator shall have no power to award emotional distress or punitive damages.

- C. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOU, the arbitrator shall proceed to decide such issue before a hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case to the City Manager without a decision or recommendation on the merits.
- D. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.
- E. All time limits specified in the procedure may be waived by mutual written agreement.

## **ARTICLE X. DISCIPLINE**

### **SECTION 1 – DISCIPLINE PROVISIONS IN THE MOU THAT SUPERSEDE THE CIVIL SERVICE RULES AND REGULATIONS**

The following provisions in this Section supersede and make null and void Section 1 and Section 7 of Rule XVI, "Discipline and Disciplinary Actions", of the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach incorporated herein by reference:

- 1.01 Any employee in the Classified Service may be suspended by the appointing authority, without pay, for up to 30 days; reduced in pay, not to exceed one step of base pay for a period not to exceed nine months in any 12 month period, demoted or discharged for cause.
- 1.02 Any back pay awards related to suspension, reduction in pay, demotion, or discharge shall include interest at the rate and calculable in the manner established for civil actions in the Code of Civil Procedures.

### **SECTION 2 – DISCIPLINARY PROCEDURE**

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

- A. Written Notice of Proposed Action: Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, and the charge(s) being considered.

- B. Employee Review: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, the employee shall be supplied with a copy of the documents.
- C. Employee Response: Within five working days after the employee has had the review opportunity provided above, the employee shall notify the department head of his/her intention to respond, orally or in writing, or both, at the employee's option, to the Appointing Authority concerning the proposed action.
- D. Representation: In the pre-disciplinary procedure, the employee may be represented by counsel or by a representative of the recognized employee organization that represents the employee's class.
- E. Written Notice of Final Action: After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

### **SECTION 3 – REVIEW OF WRITTEN REPRIMANDS**

An employee may request review of a written reprimand by his or her supervisor within 15 calendar days of receipt of such reprimand. The supervisor will provide a written response within five working days. An employee dissatisfied with the response may request further review within five calendar days by his or her Department Head, who will provide a written response within five working days. Final review by the City Manager or his or her designee may be requested within five calendar days of receipt of the Department Head response.

A written reprimand shall not constitute disciplinary or corrective action as defined in the City's Civil Service Rules; nor shall this review process be interpreted in any way as an appeal process.

The City agrees to remove the written reprimands, upon the employee's written request, after four years from the last incident. An incident is defined as an action that results in a written reprimand or any form of disciplinary action, as defined in the City's Civil Service Rules.

## **ARTICLE XI. MANAGEMENT RIGHTS**

### **SECTION 1 – EXCLUSIVE CITY RIGHTS AND AUTHORITY**

- 1.01 The City retains all its exclusive rights and authority under federal law, state law, or the Redondo Beach Municipal Code, and expressly and exclusively retains its management rights, which include, but are not limited to:
  - A. The exclusive right to determine the mission of its constituent departments, commissions, boards;
  - B. Set standards and levels of service;
  - C. Determine the procedures and standards of selection of employment and promotions;

- D. Direct its employees;
- E. Establish and enforce dress and grooming standards;
- F. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- G. Maintain the efficiency of government operations;
- H. Determine the methods, means, and numbers and kinds of personnel by which government operations are to be conducted;
- I. Determine the content and intent of job classifications;
- J. Determine methods of financing;
- K. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- L. Determine and/or change the facilities, methods, technology, means, organizational structure and size of composition of the work force and allocate and assign work by which the City operations are to be conducted;
- M. Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions;
- N. Assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- O. Establish and modify productivity and performance programs and standards;
- P. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- Q. Take all necessary actions to carry out its mission in emergencies; and
- R. Exercise complete control and discretion over its organization and the technology of performing its work.

- 1.02 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules and MOU's. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the execution of management rights impacts the wages, hours, or other terms and conditions of employment of bargaining unit employees, the City agrees to meet and confer with Association representatives regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the MOU or in the Personnel Rules and salary resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

## **ARTICLE XII. LAYOFFS**

### **SECTION 1 – PROCEDURE**

1.01 The City Council or administrative authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than four weeks advance notice of separation and the reason therefore.

1.02 The criterion used in determining the order of separation shall be seniority. The criterion used in determining bumping rights shall be seniority which is defined as the time worked within one's current class, job family, or presently held position within the City. Classes and job families are set forth in Article II.

A. An employee whose position is abolished shall be entitled to bump into a position in the same class in which he or she currently holds and the position is filled with an employee with less seniority in that classification. In the event that an employee whose position is to be abolished cannot by virtue of seniority within his or her class bump another employee in that class, he or she shall bump in the next lower class within the job family in which the employee was working and held a permanent appointment immediately prior to the notification of layoff and where the employee has more total City seniority. After the City has personally notified the affected employee, if any, of his or her right to bump, he or she must notify the City Manager or his/her designee of his or her intent to exercise the bumping rights within 72 hours of that notification. If no response is received from the bumping employee within the above time period said bumping shall automatically occur. If an affected employee chooses not to exercise their bumping rights the City shall lay off the affected employee and place them on the re-employment list.

In the event that two or more employees involved in a bumping situation should possess the same amount of seniority as determined above within the affected class, then total City seniority shall determine which employee is to be bumped.

B. An employee who holds a permanent appointment in a single class job family shall only be entitled to bump back to the class on which he or she held a permanent appointment immediately prior to the position he or she now holds and the affected employee has more total City seniority. Said employee shall be entitled to only these bumping rights and no other bumping rights shall apply to said employee.

C. Employees from bargaining units other than the Non-Management Unit may only exercise bumping rights into the specific class which he or she last held on a permanent basis in the Non-Management Unit.

1.03 The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff re-employment list according to date separated and class held and shall be eligible for re-employment. By class, the last employee laid off shall be the first rehired, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for two years.

1.04 In the event that an employee on the re-hire list is offered a position in the class from which he or she was laid off and does not accept said position, then his or her name shall be

removed from the re-employment list.

- 1.05 Employees hired from the re-employment list into a class lower than the class in which they have re-employment rights shall have their names maintained on the re-employment list for the higher class until said list expires. Employee's total City seniority shall be restored upon rehire.
- 1.05 The City agrees that in the event of layoffs to meet and confer with the Association at the Association's request regarding the effects of any layoffs of bargaining unit employees. The Association agrees that the City may implement any layoffs in accordance with Section 1.01 of this Article regardless of the status of negotiations on the effects of said layoffs.

### **ARTICLE XIII. SENIORITY SHIFT BIDDING**

#### **SECTION 1 – PROCEDURE**

- 1.01 Except as otherwise provided in this MOU, seniority shift bidding procedure will be implemented in those departments where there are employees who work shifts. Following the determination by management of the shift schedule, employees, who have completed their probationary period, shall bid for shifts to be worked during the shift schedule on the basis of seniority by job class. Shift scheduling methods related to posting shall be conducted in accordance with departmental procedures. Probationary employees shall be assigned to shifts by departmental management.
- 1.02 The seniority shift bidding procedures will be operated under the following conditions:
  - A. Ability of employees to perform the duties of the shift. The Association and City acknowledge that in some instances, an employee who is generally capable of performing the duties of their class may be unable to satisfactorily perform assignments within their class on a particular shift. Where the City can demonstrate such inability, the employee may be excluded from bidding for that particular shift. Nothing contained herein shall be construed as a method of circumventing the seniority bid procedure outlined above or the City class plan.
  - B. Employees in the classification of Community Service Officer III do not hold any shift bidding rights.
  - C. Ability for the City to deal with interpersonal problems. Should a problem arise between employees assigned to the same shift which the City feels is disruptive or detrimental to the performance of the operation of the department, and where the nature of the problem is such that the only solution may be to separate the affected employees, then said separation may occur. Any assignments made as a result of this clause shall be taken into account with regards to the intent of the seniority bid system.
  - D. Agreement to reopen this Memorandum of Understanding if special problems emerge.
- 1.03 Shifts in the Communications Section shall be assigned in the following manner:

- A. Shifts will be identified by the City;
- B. The City will assign Communications Dispatcher Trainees and their Trainers, and any probationary Communications Dispatchers;
- C. Communications Dispatchers may bid for shift assignments by seniority.

## **ARTICLE XIV. PERFORMANCE EVALUATION PROGRAM**

### **SECTION 1 – NATURE AND PURPOSE**

- 1.01 The City shall establish, and periodically review and modify as deemed appropriate, a performance evaluation system for Association employees in the City Service. A copy of all performance evaluations shall be forwarded to the Human Resources office.
- 1.02 An employee dissatisfied with his or her performance evaluation may, within 30 days of receipt of the evaluation, request review by the Human Resources Department. The request must outline the specific areas of concern and include any relevant documentation. A written response to the review will be provided within 30 days of the request.

This review process applies only to those members assigned to a department that does not have an existing review procedure. Thus, members of the Police Department may request review by the Police Department Performance Evaluation Review Committee; and such members of the Police Department shall not be entitled to review under this section.

### **SECTION 2 – WHEN RECEIVED**

- 2.01 Performance evaluations are required at the following times:
  - 1) Approximately three months into the probationary period.
  - 2) Approximately six months into the probationary period.
  - 3) Approximately nine months into the probationary period.
  - 4) At the completion of the probationary period.
  - 5) At the time of termination to serve as a matter of record of the exact status of the individual's performance.
  - 6) When the employee's performance falls below acceptable standards.
  - 7) Within six months when an employee's overall performance is rated below acceptable standards.
  - 8) Annually, at the time of the employee's anniversary date.

## **SECTION 3 – PROBATIONARY PERIOD**

- 3.01 The probationary period for employees appointed to classes in this Unit shall be 12 months.
- 3.02 To fully evaluate employees effectively, any employee absent from work for any reason, for more than 160 hours cumulatively during their probationary period shall have their probationary period extended for the number of hours that equals the total number of absences from work.

For example, an employee absent 161 hours during their probationary period, shall serve an additional 161 hours before successfully completing their probationary period.

## **ARTICLE XV. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION**

### **SECTION 1 – WORK SCHEDULE WHILE ON JURY DUTY**

- 1.01 An evening, night shift, or 3/12 schedule employee called to jury duty shall have their work schedule changed to a 9/80 schedule for the duration of their jury duty. Employees shall be returned to their regular schedule upon their release from jury duty with a minimum of eight hours of rest within that 24 hour period. This temporary change in work schedule is established by the department head and is intended to insure employees have adequate rest between their work shift and jury duty assignment. The replacement schedule is not subject to the grievance procedure.

### **SECTION 2 – CITY LOAN PROGRAM FOR EMPLOYEE PURCHASE OF A PERSONAL COMPUTER**

- 2.01 Employees wishing to purchase a computer system for personal use may be eligible to participate in the City's Loan Program for Employee Purchase of a Personal Computer, subject to the Program's qualifying criteria, policies, and procedures. Effective January 1, 2025, the City will end the Computer Loan Program; employees already participating will be allowed to complete the terms of their computer loan.

### **SECTION 3 – PART-TIME EMPLOYEES**

- 3.01 In accordance with the City's part-time policy, a part-time employee is unclassified, unbenefited with regular working hours averaging 30 hours in a work week, not to exceed 1,600 hours in a fiscal year. Part-time employees shall receive sick leave as required by State law.

### **SECTION 4 – CONFIDENTIAL EMPLOYEES**

- 4.01 The positions of Human Resources Technician and Office Specialist III in Human Resources, or their successor positions are designated as Confidential employees in accordance with the MMBA.

### **SECTION 5 – COMMUNICATIONS DISPATCHER TRAINEE**

- 5.01 The City and the Association agree to establish the classification of Communications Dispatcher Trainee at a monthly salary 10% below the A step of Communications

Dispatcher.

- 5.02 An employee assigned to the class of Communications Dispatcher Trainee shall successfully complete a training program of no longer than one year. It shall be within the sole discretion of the City to determine the length of the training period for each Trainee.
- 5.03 Upon successful completion of the training program, a Trainee will be appointed to the class of Communications Dispatcher, at the "A" step of the salary range. Employees so appointed must serve a probationary period of one year, however, time in the class of Trainee will be considered to satisfy an equivalent portion of the probationary period.
- 5.04 In the event it is determined that further evaluation of a probationary Communications Dispatcher is required, the City, at its sole discretion, may extend the probationary period by up to an additional six months.

## **SECTION 6 – CITY-ISSUED WEARING APPAREL**

- 6.01 The City agrees to provide certain wearing apparel items to employees. The issued wearing apparel items, such as pants, skirts, shirts, blouses, belts, and rain gear shall be reissued to employees to replace items that have become worn or damaged beyond repair. The City Manager or his/her designee and the responsible department director shall designate those wearing apparel items to be issued to employees. Employees may request additional wearing apparel items by submitting their request in writing to their department head.

## **SECTION 7 – AMERICANS WITH DISABILITIES ACT (ADA)**

- 7.01 Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this agreement may be disregarded in order for the City of Redondo Beach to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- 7.02 The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- 7.03 Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance arbitration procedure.

## **SECTION 8 – CITY ADMINISTRATIVE POLICIES AND PROCEDURES**

- 8.01 The Association agrees employees are required to comply with the City's no smoking regulation dated July 1, 1986.
- 8.02 The Association agrees employees are required to comply with the provisions of



Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, attached hereto and made a part hereof.

- 8.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31, Drug-Free Workplace, as follows:

An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge.

## **SECTION 9 – CIVIL SERVICE RULES AND REGULATIONS**

- 9.01 The City and the Association agree that the Rules and Regulations for the Administration of the Civil Service System of the City of Redondo Beach as set forth in Resolution No. 7345, a Resolution of the Mayor and Council of the City of Redondo Beach, California, amending the (MOU).

## **SECTION 10 – RECLASSIFICATION REQUESTS**

- 10.01 The City agrees the Association may submit to the City Manager or his/her designee for consideration during the budget process, a reasonable number of reclassification requests for positions in the Non-Management Bargaining Unit. The City Manager or his/her designee shall have the exclusive right and authority to determine what constitutes a reasonable number of reclassification requests under this Section. The City Manager or his/her designee shall provide a written response to the Association regarding any such requests within 90 days.

## **SECTION 11 – SAFETY**

- 11.01 Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standards, safety orders, or safety rules and regulations. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor.
- 11.02 In the event, due to temporary non-emergency circumstances, that employees are unable to perform their regularly assigned duties because of hazardous conditions, the City will make every effort to assign employees to other duties rather than release employees from work without pay.
- 11.03 The City agrees that in a departmental investigation of an employee involved vehicle/equipment accident which may result in disciplinary action regarding the employee, the employee has a right to appropriate representation during the investigatory procedure.
- 11.04 Employees in the classes listed below may choose to receive hepatitis inoculations and confirmation testing, and annual TB testing at the City's expense. An eligible employee who begins the hepatitis inoculation series, but who is unable or unwilling to finish the series, for any reason other than a documented medical reason, shall reimburse the City for all costs incurred in beginning the inoculation series. Eligible employees are those

appointed to the following classes:

Community Services Officer I, II, and III  
Lead Police Services Specialist  
Municipal Services Officer  
Police Identification Technician  
Police Services Specialist

## **SECTION 12 – OUTSIDE EMPLOYMENT**

- 12.01 An employee shall not be employed by employers other than the City, nor shall he or she contract with or accept consideration of value in return for services, nor shall he or she otherwise be self-employed, where such activity is inconsistent with, incompatible to, or in conflict with his or her duties with the City.
- 12.02 An employee seeking outside employment or performing outside work not prohibited must report such employment or work within seven calendar days from accepting such work, and annually thereafter, on a form provided by the City.
- 12.03 Employees shall receive a written response from the City to their request for approval of outside employment. The City shall respond to the employee's request for approval of outside employment within seven calendar days of such request. If the City needs more time to evaluate the employee's request for outside employment, the City shall inform the employee in writing of the reason for the need to extend the time for evaluation of his or her request and the time necessary for that evaluation.
- 12.04 Outside employment or work shall be prohibited if it would create an actual or likely conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City. An employee who is denied outside employment under this section may appeal such denial through the grievance procedure.
- 12.05 Failure to report outside employment, or acceptance or continuation of outside employment prohibited by this section shall result in disciplinary action, up to and including termination.

## **SECTION 13 – OPEN DOOR POLICY**

- 13.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Department Head. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his supervisor and the Department Head, the employee may submit a written request for action to the City Manager or his/her designee. The City Manager or his/her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the City Manager or his/her designee will take appropriate corrective action.

## **SECTION 14 – CONCERTED ACTIVITY**

- 14.01 **DEFINITION:** Any employee who participates in any manner in any strike, work stoppage,

slowdown, sick-out, or other concerted refusal to work by employees of the City; or who participates in any manner in any picketing in support of any such strike, work stoppage, slowdown, sick-out, or other concerted refusal to work or impediment to work by employees of the City; or who induces other employees of the City to engage in such activities shall be subject to discharge by the City.

- 14.02 In the event the Association calls, engages in, encourages, assists, or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the City or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend within limits prescribed by law, those rights and privileges accorded the Association under any ordinance, resolution, or rules and procedures of the City.

## **SECTION 15 – MAINTENANCE OF BENEFITS**

- 15.01 Nothing in this MOU is intended to nullify existing wage or fringe benefits to employees under current policies and practices unless specifically included in this MOU or by mutual consent.

## **SECTION 16 – SAVINGS CLAUSE**

- 16.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Association that this MOU shall stand notwithstanding the invalidity of any part, and the parties shall enter into immediate negotiations to agree upon substitute provisions.

## **SECTION 17 – WAIVER CLAUSE**

- 17.01 Except as specifically provided for in this MOU, or in this Section, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU, or in negotiations leading hereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU. Any rights in that respect are hereby expressly waived during the term of this MOU. Provided, however, that the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from the implementation of provisions of the South Coast Air Quality Management District's Commuter Program, officially known as Regulation XV, or the Drug-Free Workplace Act of 1988.

## **SECTION 18 – IMPLEMENTATION AND DURATION**

- 18.01 This MOU shall be binding on the City and the Association when ratified by the Association and approved and adopted by Mayor and City Council.
- 18.02 Except as otherwise provided herein, this MOU shall be in full force and effect beginning January 1, 2024, and shall remain in full force and effect through December 31, 2026.

- 18.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing wages, hours, and other terms and condition of employment between the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

#### **SECTION 19 – JOINT PAYROLL SYSTEMS COMMITTEE**

- 19.01 The Association and the City will establish a joint payroll systems committee, comprised of representatives for the Association and the City. The committee will establish procedures to streamline payroll, increase reliability, and increase employee confidence. Changes associated with establishment and operation of this committee shall not reduce the compensation of any employee.

## SECTION 20 – RESIDENCY REQUIREMENT

20.01 Effective January 1, 2024, Communications Dispatchers must live within a Southern California County (Los Angeles, Orange, Riverside, San Bernardino, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern Counties) with the ability to report back to the City by car/vehicle within four (4) hours in the event of an emergency. While employees' primary residence must be within four driving hours of the City, an employee is not expected to be within reporting distance at all times while off duty. Communications Dispatchers who currently live outside of this Residency Requirement will be "grandparented" in, meaning they will be allowed to maintain their current residence.

For the Redondo Beach  
City Employees Association:

For the City of Redondo Beach:

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Peter Tucker, RBCEA President

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William C. Brand, Mayor

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Jo Salcido, Vice President

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Nichollette Garcia Ozuna, Treasurer

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

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Vicky Barker, Esq.

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Michael Webb, City Attorney

**EXHIBIT A – PAY PLAN FOR THE NON-MANAGEMENT BARGAINING UNIT**

The monthly base pay rates consisting of salary ranges for the class titles listed below shall be set forth as follows:

Effective the first full pay period in January 2023:

<b>MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES</b>	<b>PERFORMANCE PAY STEPS</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Senior Building Inspector	6294	6599	6926	7266
Computer Support Specialist	6111	6409	6724	7055
Senior Auditor	6111	6409	6724	7055
Senior Code Enforcement Officer	5734	6021	6321	6637
Police Identification Technician	5702	5962	6230	6514
Public Works Inspector	5515	5773	6035	6334
Building Inspector	5443	5689	5943	6238
Code Enforcement Officer	5356	5604	5857	6151
Building and Engineering Technician	5356	5604	5857	6151
GIS Technician	5356	5604	5857	6151
Community Services Officer III	5336	5575	5826	6087
Homeless Housing Navigator	5143	5493	5866	6260
Accountant	5115	5348	5586	5841
Planning Technician	5115	5348	5586	5841
Communications Dispatcher	5027	5240	5484	5744
Lead Police Services Specialist	4840	5057	5296	5539
Payroll Technician	4755	4968	5193	5422
Community Services Officer II	4741	4960	5195	5424
Community Program Coordinator	4731	4944	5184	5415

Employment Coordinator	4731	4944	5184	5415
Office Coordinator	4731	4944	5184	5415
Transportation Assistant	4731	4944	5184	5415
Human Resources Technician	4588	4784	5006	5225
Recycling Specialist	4588	4784	5006	5225
Communications Dispatcher Trainee	4522			
Information Technology Technician	4410	4614	4834	5046
Accounting Technician	4402	4601	4823	5037
Administrative Coordinator	4402	4601	4823	5037
Housing Specialist	4402	4601	4823	5037
Parking Meter Technician	4402	4601	4823	5037
Senior Administrative Specialist	4388	4585	4784	5004
License and Collections Clerk	4272	4467	4664	4878
Graphics and Printing Technician	4216	4402	4601	4823
Records Management Coordinator	4216	4402	4601	4823
Administrative Specialist	4108	4285	4484	4683
Police Services Specialist	4071	4252	4442	4639
Traffic Senior Clerk	4005	4189	4373	4569
Crime Prevention Specialist	3987	4169	4351	4556
Recreation Coordinator	3987	4169	4351	4556
Senior Account Clerk	3918	4097	4279	4473
Community Services Officer I	3869	4049	4225	4424
Municipal Services Officer	3869	4049	4225	4424
Library Technician	3847	4017	4197	4385
Office Specialist III	3813	3988	4163	4351

Printing and Duplicating Specialist	3741	3892	4074	4254
Account Clerk	3497	3654	3813	3988
Office Specialist II	3497	3654	3813	3988
Library Clerk	3497	3654	3813	3988
Office Specialist I	3171	3286	3426	3581
Library Page*	2890	3007	3144	3320
Recycling Ranger	2890	3007	3144	3320

Effective November 4, 2023:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS			
	A	B	C	D
Senior Building Inspector	7006	7345	7709	8087
Computer Support Specialist	6478	6794	7127	7478
Senior Auditor	6478	6794	7127	7478
Senior Code Enforcement Officer	6078	6382	6700	7035
Building Inspector	6059	6332	6615	6943
Police Identification Technician	6044	6320	6604	6905
Community Services Officer III	5939	6205	6485	6775
Public Works Inspector	5846	6119	6397	6714
Code Enforcement Officer	5677	5940	6208	6520
Building and Engineering Technician	5677	5940	6208	6520
GIS Technician	5677	5940	6208	6520
Homeless Housing Navigator	5452	5823	6218	6636
Accountant	5422	5669	5921	6191



Planning Technician	5422	5669	5921	6191
Communications Dispatcher	5329	5554	5813	6089
Community Services Officer II	5276	5521	5782	6036
Lead Police Services Specialist	5130	5360	5614	5871
Human Resources Technician	5106	5325	5571	5816
Payroll Technician	5040	5266	5505	5747
Community Program Coordinator	5015	5241	5495	5740
Employment Coordinator	5015	5241	5495	5740
Office Coordinator	5015	5241	5495	5740
Transportation Assistant	5015	5241	5495	5740
Housing Specialist	4899	5121	5368	5606
Recycling Specialist	4863	5071	5306	5539
Communications Dispatcher Trainee	4793			
Information Technology Technician	4675	4891	5124	5349
Accounting Technician	4666	4877	5112	5339
Administrative Coordinator	4666	4877	5112	5339
Parking Meter Technician	4666	4877	5112	5339
Senior Administrative Specialist	4651	4860	5071	5304
License and Collections Clerk	4528	4735	4944	5171
Graphics and Printing Technician	4469	4666	4877	5112
Records Management Coordinator	4469	4666	4877	5112
Administrative Specialist	4354	4542	4753	4964
Police Services Specialist	4315	4507	4709	4917
Municipal Services Officer	4306	4507	4703	4923

Traffic Senior Clerk	4245	4440	4635	4843
Crime Prevention Specialist	4226	4419	4612	4829
Recreation Coordinator	4226	4419	4612	4829
Senior Account Clerk	4153	4343	4536	4741
Community Services Officer I	4101	4292	4479	4689
Library Technician	4078	4258	4449	4648
Office Specialist III	4042	4227	4413	4612
Printing and Duplicating Specialist	3965	4126	4318	4509
Account Clerk	3707	3873	4042	4227
Office Specialist II	3707	3873	4042	4227
Library Clerk	3707	3873	4042	4227
Office Specialist I	3361	3483	3632	3796
Library Page*	3063	3187	3333	3519
Recycling Ranger	3063	3187	3333	3519

Effective the first full pay period of January 2024:

Communications Dispatcher	5862	6109	6394	6698
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Effective the first full pay period of January 2025:

MISCELLANEOUS GROUP NON-MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS				
	A	B	C	D	
Senior Building Inspector	7111	7455	7825	8208	8618
Computer Support Specialist	6575	6896	7234	7590	7970
Senior Auditor	6575	6896	7234	7590	7970

Senior Code Enforcement Officer	6169	6478	6801	7141	7498
Building Inspector	6150	6427	6714	7047	7399
Police Identification Technician	6135	6415	6703	7009	7359
Community Services Officer III	6028	6299	6582	6877	7221
Communications Dispatcher	5950	6201	6490	6798	7138
Public Works Inspector	5934	6211	6493	6815	7156
Code Enforcement Officer	5762	6029	6301	6618	6949
Building and Engineering Technician	5762	6029	6301	6618	6949
GIS Technician	5762	6029	6301	6618	6949
Homeless Housing Navigator	5534	5910	6311	6736	7073
Accountant	5503	5754	6010	6284	6598
Planning Technician	5503	5754	6010	6284	6598
Community Services Officer II	5355	5604	5869	6127	6433
Lead Police Services Specialist	5207	5440	5698	5959	6257
Human Resources Technician	5183	5405	5655	5903	6198
Payroll Technician	5116	5345	5588	5833	6125
Community Program Coordinator	5090	5320	5577	5826	6117
Employment Coordinator	5090	5320	5577	5826	6117
Office Coordinator	5090	5320	5577	5826	6117
Transportation Assistant	5090	5320	5577	5826	6117
Housing Specialist	4972	5198	5449	5690	5975

Recycling Specialist	4936	5147	5386	5622	5903
Communications Dispatcher Trainee	4865				
Information Technology Technician	4745	4964	5201	5429	5700
Accounting Technician	4736	4950	5189	5419	5690
Administrative Coordinator	4736	4950	5189	5419	5690
Parking Meter Technician	4736	4950	5189	5419	5690
Senior Administrative Specialist	4721	4933	5147	5384	5653
License and Collections Clerk	4596	4806	5018	5249	5511
Graphics and Printing Technician	4536	4736	4950	5189	5448
Records Management Coordinator	4536	4736	4950	5189	5448
Administrative Specialist	4419	4610	4824	5038	5290
Police Services Specialist	4380	4575	4780	4991	5241
Municipal Services Officer	4371	4575	4774	4997	5247
Traffic Senior Clerk	4309	4507	4705	4916	5162
Crime Prevention Specialist	4289	4485	4681	4901	5146
Recreation Coordinator	4289	4485	4681	4901	5146
Senior Account Clerk	4215	4408	4604	4812	5053
Community Services Officer I	4163	4356	4546	4759	4997
Library Technician	4139	4322	4516	4718	4954
Office Specialist III	4103	4290	4479	4681	4915
Printing and Duplicating Specialist	4024	4188	4383	4577	4806

Account Clerk	3763	3931	4103	4290	4505
Office Specialist II	3763	3931	4103	4290	4505
Library Clerk	3763	3931	4103	4290	4505
Office Specialist I	3411	3535	3686	3853	4046
Library Page*	3109	3235	3383	3572	3751
Recycling Ranger	3109	3235	3383	3572	3751

Effective the first full pay period in January 2026:

MISCELLANEOUS GROUP NON- MANAGEMENT CLASS TITLES	PERFORMANCE PAY STEPS					
	A	B	C	D	E	F
Senior Building Inspector	7218	7567	7942	8331	8747	9184
Computer Support Specialist	6674	6999	7343	7704	8090	8495
Senior Auditor	6674	6999	7343	7704	8090	8495
Senior Code Enforcement Officer	6262	6575	6903	7248	7610	7991
Building Inspector	6242	6523	6815	7153	7510	7886
Police Identification Technician	6227	6511	6804	7114	7469	7842
Community Services Officer III	6118	6393	6681	6980	7329	7695
Communications Dispatcher	6039	6294	6587	6900	7245	7607
Public Works Inspector	6023	6304	6590	6917	7263	7626

Code Enforcement	5848	6119	6396	6717	7053	7406
Building and Engineering Technician	5848	6119	6396	6717	7053	7406
GIS Technician	5848	6119	6396	6717	7053	7406
Homeless Housing Navigator	5617	5999	6406	6837	7179	7538
Accountant	5586	5840	6100	6378	6697	7032
Planning Technician	5586	5840	6100	6378	6697	7032
Community Services Officer II	5435	5688	5957	6219	6529	6855
Lead Police Services Specialist	5285	5522	5783	6048	6351	6669
Human Resources Technician	5261	5486	5740	5992	6291	6606
Payroll Technician	5193	5425	5672	5920	6217	6528
Community Program Coordinator	5166	5400	5661	5913	6209	6519
Employment Coordinator	5166	5400	5661	5913	6209	6519
Office Coordinator	5166	5400	5661	5913	6209	6519
Transportation Assistant	5166	5400	5661	5913	6209	6519
Housing Specialist	5047	5276	5531	5775	6065	6368
Recycling Specialist	5010	5224	5467	5706	5992	6292
Communications Dispatcher Trainee	4938					
Information Technology Technician	4816	5038	5279	5510	5786	6075

Accounting Technician	4807	5024	5267	5500	5775	6064
Administrative Coordinator	4807	5024	5267	5500	5775	6064
Parking Meter Technician	4807	5024	5267	5500	5775	6064
Senior Administrative Specialist	4792	5007	5224	5465	5738	6025
License and Collections Clerk	4665	4878	5093	5328	5594	5874
Graphics and Printing Technician	4604	4807	5024	5267	5530	5807
Records Management Coordinator	4604	4807	5024	5267	5530	5807
Administrative Specialist	4485	4679	4896	5114	5369	5637
Police Services Specialist	4446	4644	4852	5066	5320	5586
Municipal Services Officer	4437	4644	4846	5072	5326	5592
Traffic Senior Clerk	4374	4575	4776	4990	5239	5501
Crime Prevention Specialist	4353	4552	4751	4975	5223	5484
Recreation Coordinator	4353	4552	4751	4975	5223	5484
Senior Account Clerk	4278	4474	4673	4884	5129	5385
Community Services Officer I	4225	4421	4614	4830	5072	5326
Library Technician	4201	4387	4584	4789	5028	5279
Office Specialist III	4165	4354	4546	4751	4989	5238

Printing and Duplicating Specialist	4084	4251	4449	4646	4878	5122
Account Clerk	3819	3990	4165	4354	4573	4802
Office Specialist II	3819	3990	4165	4354	4573	4802
Library Clerk	3819	3990	4165	4354	4573	4802
Office Specialist I	3462	3588	3741	3911	4107	4312
Library Page*	3156	3284	3434	3626	3807	3997
Recycling Ranger	3156	3284	3434	3626	3807	3997