

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
PUBLIC SAFETY SUPPORT SERVICES

JANUARY 1, 2008 THRU DECEMBER 31, 2009

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BEAUMONT

AND

PUBLIC SAFETY SUPPORT SERVICES

THIS AGREEMENT is entered into between the City of Beaumont, a Municipal Corporation, (the CITY), and the Public Safety Support Services Unit, relative to wages, hours and other terms and conditions of employment. This Agreement shall become effective January 1, 2008, and remain in full force and effect until December 31, 2009, and covers employees in full-time and part-time classifications except for the following:

Managers - under separate MOU not represented by themselves.

Police - represented by Police Officers Association.

Sergeants - Separate MOU represented by themselves.

Customer Service Coordinators - Separate MOU, represented by themselves.

Police Management – Separate MOU represented by themselves.

General Unit - Separate MOU, same bargaining unit as Public Safety Support Services represented by SEIU.

## **ARTICLE I : CONTINUATION OF RULES AND POLICIES**

It is understood and agreed there exists the Employees' Handbook and the Employer-Employee Relations Resolution (Resolution No. 1978-16), which are incorporated herein by this reference and which shall remain in effect during the term of this Agreement. All previous Memoranda of Understanding and Agreements, whether written or verbal are superseded by this Memorandum of Understanding.

## **ARTICLE II : MANAGEMENT RIGHTS**

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

## **ARTICLE III : NON-DISCRIMINATION CLAUSE**

The provisions of this Agreement shall apply to all persons covered by this Agreement without discrimination on account of race, sex, color, age, national origin or creed, nor will there be any discrimination with respect to hiring, retention or any conditions of employment because of membership or activities on behalf of Public Safety Support Services. Public Safety Support Services will accept into membership all eligible persons of the bargaining unit without regard to sex, race, color, age, national origin or creed.

## **ARTICLE IV : SALARY AND BENEFITS**

- A. UNIFORM COMPENSATION PLAN:** The CITY agrees to maintain a Uniform Compensation Plan, and shall place employees within monthly salary ranges, or the equivalent hourly rate if the employee is part-time, in accordance with "Exhibit A" attached hereto.

- B. SALARY STEP INCREASE:** Each employee will (until reaching the maximum step for a salary range), on his/her anniversary date, be eligible for a salary step increase of five percent (5%). The CITY retains the right to approve or deny any salary step increase, for reasonable cause, after formal evaluation of said employee, which shall occur every year on or about the employee's anniversary date. The employee may utilize the formal Grievance Procedure as outlined in the Employees' Handbook should the employee be dissatisfied with the ruling of the CITY. Appropriate salary step increases shall take place automatically on the anniversary date absent an evaluation accompanied by a denial of the step increase prior to the anniversary date.

The CITY agrees to allow Public Safety Support Services Unit to submit a salary survey to discuss the Uniform Compensation Plan for all Public Safety Support Services employees every October. Changes (if any) to the Plan shall be effective the following January 1. The attached "Uniform Compensation Plan" reflects rates as of January 1, 2008.

- C. BONUS PAY:** The City Manager shall have the sole discretion, with the recommendation of the department head, to approve a one time bonus to any employee ranging from 0% to 10% of their monthly salary, not to exceed \$2,000.
- D. RATE OF PAY HIGHER THAN STARTING:** When an employee is hired to fill a specific position within the City, and his/her qualifications and/or experience justifies a rate of pay higher than the posted starting pay, the City Manager may at his/her sole discretion approve a starting pay anywhere within the salary range for that position. The City Manager may also at his/her sole discretion offer credit for previous experience in another government agency for the purpose of benefit computations.
- E. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) ELIGIBILITY FOR PART-TIME EMPLOYEES:** Pursuant to PERS regulations, part-time employees shall become eligible for PERS retirement membership on the first day of the pay period following the completion in which the employees completes one thousand (1,000) hours of service during any fiscal year (July 1 through June 30). "Part-time employee" is defined as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.
- F. PERS INCREASE:** During the term of this Agreement the CITY shall assume the obligation for any employer increase in the PERS retirement plan in effect. ("3% at 60" single highest year for non-sworn or "3% at 50" for sworn).
- G. EMPLOYEE PERS CONTRIBUTION:** The CITY shall pick up one hundred percent (100%) of each employee's contribution to PERS, not to exceed eight percent (8%) for non sworn and nine percent (9%) for sworn of the employee's compensation reported to PERS. Said PERS pick-up shall be credited to the employee's account. If, during the term of this Agreement, the employee's contribution is decreased, the City-required contribution shall be likewise reduced. If, during the term of this agreement, the employee's contribution is increased, the employee

shall be responsible for any amount in excess of eight percent (8%) for non sworn and nine percent (9%) for sworn. This PERS pick-up shall not be considered as base salary, but shall be considered employer contribution pursuant to Section 414H2 of the Internal Revenue Code.

**H. REIMBURSEMENT OF ELECTIVE EDUCATIONAL EXPENSES:** Full-time, permanent, non-probationary employees of the CITY may participate in the educational tuition reimbursement program. The City Manager reserves the right to make exceptions for Lateral/Transfer employees.

The program covers approved non-mandated courses taken at California State operated and accredited colleges, universities, correspondence courses, and other institutions. The amount of the total fees is subject to the prior approval of the Department Head and City Manager.

Reimbursement will be subject to the following:

1. The course elected must be of benefit to the CITY and directly related to the employee's current duties or continued future employment with the CITY. Courses taken to satisfy an associate, bachelor's or master's degree, requirement may be approved, provided that the degree goal is in the field of current employment with the CITY, or as otherwise approved by the Department Head and City Manager.
2. Each employee must attend on their own time and complete the course with a minimum passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
3. Reimbursement shall be limited to the Community College or California State University rates as shown on "Exhibit B" for tuition only. Reimbursement shall not include books, lab fees, parking fees, travel time, mileage, and other miscellaneous costs.
4. Upon completion of the course, the employee shall attach their grade report, and receipts for reimbursable items, in a memorandum requesting reimbursement and submit them to the Supervisor, who will review and forward the memo, with payment recommendation, to the Department Head.
5. Copies of courses completed and grades attained will be maintained in the department's training file.
6. If the employee resigns from the CITY within one (1) year after the receipt of the reimbursement, the amount of the reimbursement shall be deducted from the employee's final paycheck.

**I. OVERTIME:** All FLSA non-exempt employees will be compensated at the rate of time and one-half (1½) for overtime in excess of eighty (80) hours in which the employee remains in a paid status during the pay-period. Part-time employees will be compensated at the rate of time and one-half (1½) for overtime in excess of forty (40) hours worked in the workweek. "Paid

Status" is defined as any period of time for which an employee is eligible to be paid, including time actually worked, holidays, vacation, compensatory time and sick leave. There shall be no stacking of time.

- J. COMPENSATORY TIME:** At the option of the employee, the employee may elect to bank overtime hours at the rate of time and one-half (1 ½) hours for each overtime hour. Overtime will be calculated as stated in Section I. All FLSA exempt employees are not eligible for compensatory time.

Compensatory time off shall reduce the compensatory time banked on an hour-for-hour basis, since the time worked is banked at time and one-half (1 ½) times the hours worked. If the employee requests that some compensatory time banked be paid in cash, it shall be paid on an hour-for-hour basis for the reason stated above on the employee's next payroll. An employee may not be forced, but may elect to take less than eight (8) hours of compensatory time off on any given day. Compensatory time off shall be scheduled by mutual agreement between the employee and supervisor. Time off shall be granted within a reasonable time after requested unless it would disrupt the operation of the CITY. Each year on the last payroll of the year, the employee will receive a cash out of all compensatory time left in their compensatory time bank from that year. By written approval from the City Manager, employees shall have the option of accruing compensatory time in excess of the actual year for the sole purpose of a planned extended leave.

NOTE FOR COMPENSATORY TIME ACCRUED PRIOR TO DECEMBER 29, 2005

All compensatory time on the books as of December 29, 2005 will remain as is and frozen at the employee's pay rate effective for the above date. At any time in the future, employees may request to be paid for that time or may leave it on the books until separation from the CITY. Compensatory hours accrued after this date will follow the guidelines set forth in the paragraph above.

- K. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION:** When an employee is assigned to a higher job classification for more than fourteen (14) consecutive days, he/she shall receive an additional five (5%) percent differential pay, retroactive to the first day of service in the higher classification. Such assignments shall not exceed six (6) consecutive months in length without mutual agreement of the City Manager and **SEIU Local 721**.
- L. UNIFORMS:** The CITY shall supply uniforms for all employees subject to the department policy in the unit who are required by the CITY to wear uniforms, at the CITY's expense.
- M. MEDICAL INSURANCE AND SHORT TERM DISABILITY:** The CITY agrees to maintain the medical insurance and disability coverage at the levels in effect on January 1, 2008. The

CITY agrees to pay the full cost, one hundred percent (100%), of the medical insurance premium for the employee, his/her dependents, up to the family level. Verification of dependent status may be requested at any time during employment. Employees will be supplied with a medical insurance plan that includes up to a \$25.00 co-pay. If an employee is eligible for medical insurance coverage, but has equal or better alternative coverage, then an amount equal to the highest single premium rate will be deposited by the CITY in the CITY's deferred compensation plan on behalf of the employee. Such alternative coverage must be verified initially and thereafter on an annual basis through presentation of a valid insurance card, or other reasonable means of verification as approved by the City Manager. Alternative coverage must be maintained until the next available CITY open enrollment period.

In the event there is any legislation that takes effect during the period of this contract that impacts this benefit, this Agreement shall be reopened for the sole purpose of assessing such impact and negotiating a mutual plan for mitigating the impact.

- N. DENTAL PLAN:** The CITY agrees to maintain dental insurance at the levels in effect on January 1, 2008 for the employee, his/her dependents, up to the family level.

The CITY agrees to provide a dental allowance plan for each employee and their immediate family up to \$1,900 per calendar year. Each employee may use the \$1,900 annual allowance in ONE of three ways. Any unused portion of the allowance will be carried forward for up to three years. The options are as follows:

- Option 1: Enroll in the CITY provided dental plan (HMO or PPO) and are eligible for out of pocket expense reimbursements and dental premiums with a combined total of up to \$1900 per calendar year
- Option 2: Do not enroll in the CITY provided dental plan (HMO or PPO), but are still eligible for reimbursement from out of pocket expenses by submitting claim forms to Human Resource and the Finance departments for a combined total of up to \$1900 per calendar year
- Option 3: Do not enroll in the CITY provided dental plan (HMO or PPO), do not participate in the out of pocket expense reimbursement program, but instead have up to the single level premium amount for HMO plan placed into Deferred Compensation plan.

- O. VISION INSURANCE:** The CITY agrees to maintain vision insurance coverage at the levels in effect on January 1, 2008. The CITY agrees to pay the full cost, one hundred percent (100%), of the vision insurance premium for the employee, his/her dependents, up to the family level. Employees enrolled in the Kaiser Permanente medical insurance plan have vision provided to them through a vision rider. Those employees are able to purchase, through a payroll deduction, the CITY's alternate vision plan, Vision Service Plan (VSP).

**P. SICK LEAVE:**

1. Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period for full-time employees.
2. Part-time employees eligible for PERS Retirement Membership as described in Section E shall, upon their eligibility for PERS Retirement Membership, begin accruing sick leave at the rate of 1.845 hours per bi-weekly pay period, for the period of eligibility.
3. The CITY agrees to unlimited sick leave accumulation.
4. The CITY agrees to a service credit of unused sick leave for PERS retirement when an employee retires from CITY employment. If an employee has at least eight (8) years of service with the CITY, and is qualified for PERS retirement, the employee may elect to receive a lump sum payment of the value of the unused sick leave. This payment will be determined by a graduating scale that increases by fifteen percent (15%) per year for each year completed, through the first six (6) years of service ninety percent (90%) and an additional ten percent (10%) after completion of the seventh (7th) year of service (100%). All sick leave vesting levels shall begin after the completion of probation and the second (2nd) year of service thirty percent (30%). A year of service will be considered completed when the employee reaches the anniversary date of their initial employment.

See scale provided below:

YEAR COMPLETED:	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>
% VESTED:	0%	30%	45%	60%	75%	90%	100%

5. Five (5) days of sick leave may be used annually for care of family members due to illness.
6. Employees who are laid off as a result of a reduction in force shall receive, at the option of the employee, either a lump sum payment equal to one hundred percent (100%) of accrued sick leave or the one hundred percent (100%) service credit towards retirement if the employee chooses to retire immediately following layoff.

**Q. LIFE INSURANCE:** The CITY agrees to provide group term life insurance in the amount of fifty thousand dollars (\$50,000) for each employee.

**R. WELLNESS REIMBURSEMENT:** An employee who voluntarily joins a health or fitness club, or purchases prior approved exercise equipment, visits a chiropractor, or frequents a masseur shall be eligible for reimbursement of fee up to but not exceeding fifty dollars (\$50) per month for any combination of the above. It will be the responsibility of the employee to submit requests for reimbursement to the CITY Manager or his designee in order to receive reimbursement. The CITY

shall pay this reimbursement semi-annually or annually on or about July 1st and/or January 1st of each year. Each participating employee is solely liable and responsible for any and all personal injuries, and shall fully indemnify the CITY. The CITY assumes no liability for injury or compensation for employee participation in this program, nor is this a mandated program or a job requirement. Upon termination or resignation all reimbursements shall cease.

- S. BILINGUAL PAY:** Employees who have been certified by the Riverside Superior Court as being fluent in sign language or other secondary language shall receive one dollar thirty (\$1.30) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Department Head and City Manager. Each certified employee may be required to be recertified as a condition of continued receipt of premium pay. Authorization and continuation of premium pay will be at the sole discretion of the CITY Manager.
- T. DIRECT DEPOSIT:** All employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution. If an employee does not have an account at a financial institution, arrangements will be made to place the money onto a debit card.

## **ARTICLE V : HOURS AND WORKING CONDITIONS**

- A. HOLIDAY ACCRUAL:** The CITY allocates fourteen (14) eight-hour days per year (one-hundred twelve (112) hours per year). Holiday time may be taken as time off if the manager can properly schedule the time off. Scheduled time off does not need to occur on actual holidays. Unused Holiday Pay will be banked at the rate of one (1) hour for each one (1) hour of unused holiday time. An employee may request payment of banked holiday pay, to be paid by separate check. Request for cash payment pursuant to this section shall be submitted to the Human Resources department. An employee may maintain a maximum of two hundred twenty-four hours (224) of banked holiday pay. Those employees assigned to a flex schedule will deduct the scheduled hours from their holiday accrual leave bank (E.g. An employee that is normally scheduled to work a 4/10 will deduct 10 hours holiday accrual from their leave bank on a holiday off).

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

- B. VACATION ACCRUAL:** Vacation time shall be accrued on the following basis and shall be credited for subsequent use each pay period.

Hire date - Three (3) years	= two (2) weeks (3.077 hours per pay period)
Four (4) yrs 1 day - Seven (7) years	= three (3) weeks (4.615 hours per pay period)
Eight (8) yrs 1 day - Nineteen (19) yrs	= four (4) weeks (6.153 hours per pay period)
Twenty (20) yrs 1 day (20) + years	= five (5) weeks (7.692 hours per pay period)

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

Any full-time employee shall, at the employee's option, be entitled to a cash payment each year for one (1) week of his/her existing vacation balance. Such payment, if requested, shall be paid by separate check on the same day as the first payroll check following December 1 of each year.

Request for cash payment pursuant to this section shall be submitted to the Human Resources department by November 15 of each year.

An employee may receive up to two (2) hours of vacation time paid for each hour used, up to the maximum of the existing vacation time balance. Extra hours can be requested and paid one (1) pay period before a vacation or within six (6) months following the actual vacation.

Part-time employees who are members of PERS as defined in Article IV, Section E, shall receive one-half (1/2) the vacation accrual to which full-time employees are entitled, and shall also have the option for the annual one (1)-week cash payment from existing balances.

- C. PROMOTION PROBATIONARY PURPOSES:** During the probationary period (currently the first twelve (12) months of service for non police department positions or eighteen (18) months for police department positions) in paid status following a promotion or transfer, a regular employee who held permanent status at the time of the promotion or transfer shall, upon the employee's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step that the employee held or would have received immediately prior to the promotion or transfer. Computation of the probationary period in a paid status does not include overtime, stand-by, on-call or military leave of absence.
- D. BIDDING FOR OPEN POSITIONS:** In the event any position becomes open, it will be the responsibility of the Resources Director to notify CITY employees of the opening prior to offering the position to the public. Such responsibility shall include posting of a notice in a conspicuous place within each regular work location for a period of ten (10) working days prior to offering the position to the public. This notice will include the rate of pay and hours to be worked. An individual shall respond in writing describing his/her qualifications for the open position and the reason(s) for the lateral change within ten (10) days after the Director of Administrative Services posts the announcement. The CITY will consider any qualified employees for the position prior to outside recruitment. The successful candidate will maintain his/her seniority, but will be required to accept the salary step range applicable to the job. Placement of an individual on a step higher than starting pay will be at the discretion of the department administrator of the job applied for and the City Manager. Seniority within the CITY

will prevail over similar qualifications. If an individual feels that he/she was unfairly evaluated for the position bid for, he/she may utilize the formal grievance procedure.

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

- E. HOURS:** The normal workday shall be Monday through Friday from 8 a.m. to 5 p.m.

## **ARTICLE VI : QUALITY SERVICE COMMITTEE**

A Quality Service Committee, formerly called the Insurance Committee, will be made up of representatives from each bargaining unit, individuals, and management and will be chaired by the City Manager, or his/her designee. The purpose of the Committee will be to provide a forum for the informal sharing of experiences, ideas and suggestions from which to formulate CITY policies, procedures, and benefit programs for providing better community services.

## **ARTICLE VII : PERSONNEL RULES AND REGULATIONS**

Representatives from the CITY and each bargaining unit will meet for the purpose of possible modification of the Employees' Handbook into a Personnel Rules and Regulations format.

## **ARTICLE VIII : SAVINGS CLAUSE**

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

## **ARTICLE IX : SUPPLEMENTAL BENEFITS**

In addition to the above benefits the following also apply but are specific to this Memorandum of Understanding (MOU):

**A. RECOGNITION:**

The CITY hereby recognizes SEIU Local 721 as the only authorized representative of employees presently or hereafter employed by the CITY and eligible for inclusion in the Public Safety Support Services Unit. It is understood that this Agreement shall constitute a bar to any petition or request for recognition of any unit that includes classifications of employees covered by this Agreement. Provided, however, that this provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act, or the Employee-Employer Relations Resolution of the CITY.

## **B. AGENCY SHOP ARRANGEMENT:**

### 1. Authority

The City of Beaumont (CITY) and SEIU Local 721 (Union) mutually understand and agree that, as a result of the State of California's adoption of Government Code, Section 3502.5, all employees in the bargaining unit represented by the Union have the right to join or not join the Union. However, the enactment of a local 'Agency Shop' arrangement, pursuant to an election under Government Code Section 3502.5(b), requires that as a condition of continuing employment, employees in the affected bargaining unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

### 2. Union Dues/Service

- (a) The CITY shall provide all current employees represented by the Union, and any employees hired into Union-represented positions thereafter, with an authorization notice, mutually agreed upon between the CITY and the Union, advising them of the following information: (1) an agency shop arrangement for the Union has been enacted pursuant to state law and (2) all employees subject to the agency shop arrangement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have five (5) calendar days from the date they receive the form to fully execute it and return it to the District Office.
- (b) When the form is completed, properly authorizing the deduction of Union dues or the service fee, and returned during the stated time period, the CITY shall begin the applicable deduction of Union dues' or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the CITY Office. If the form is not completed properly and/or not returned within the stated time period, the CITY shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period. If the authorization form is properly completed, claiming the religious exemption and returned during the stated period, the procedure provided in Paragraph 3(b) shall be followed.
- (c) The Union shall advise the CITY, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the CITY, in writing, at least fourteen (14) days prior to the effective date of such change.

- (d) All deducted dues and service fees shall be remitted to the Union no later than fourteen (14) calendar days after deduction. The CITY shall also provide an itemized statement detailing each employee's name, social security number, address, amount of deduction, and category of deduction.

### 3. Religious Exemption

- (a) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall, upon presentation of active membership in such religion, body, or sect, not be required to financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of a service fee, to pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, chosen by the employee from a list set forth in sub section 'c'.
- (b) Written declarations of or applications for religious exemption and any supporting documentation shall be submitted to the CITY Office and the Union. After receipt of such a request, the CITY shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the CITY Office. The charitable deduction shall be held in escrow pending receipt of the Union's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Union and upon identification of an appropriate charity by the employee, the CITY shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Union, the CITY shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed amount to the Union as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Union to provide, within thirty (30) calendar days of the Union's receipt of a copy of the request, the CITY with a written approval or disapproval of a request for religious exemption shall constitute an approval of the religious exemption.
- (c) The CITY and the Union have agreed to include the following list of designated non-religious, non-labor charitable funds for receipt of religious exemption deductions in the Memorandum of Understanding between the parties:
  - (1) American Cancer Society
  - (2) American Society for the Prevention of Cruelty of Animals
  - (3) United Way of California

4. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the CITY, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under Labor Management Disclosure Act of 1959 or Government Code section 3456.5 shall satisfy this requirement.
5. The Union shall indemnify, defend, and hold the CITY harmless against any liability arising from any claims, demands, or other action relating to the CITY's compliance with the agency fee obligation.
6. The CITY shall notify SEIU 721 of all new employees/promotion and transfer hired by the CITY with the following information: name, address, telephone, classification, work location, and salary. A representative from SEIU will be allowed to speak and provide the new employee with SEIU enrollment information during the new employee orientation.

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

1. AA Degree; or AS Degree from an approved accredited college – two and one half percent (2 ½ %)
2. BA Degree; or BS Degree from an approved accredited college – an additional two and one half percent (2 ½ %)

The employee will receive the salary increase beginning the next full pay period after submission of the documentation showing completion to the City Manager.

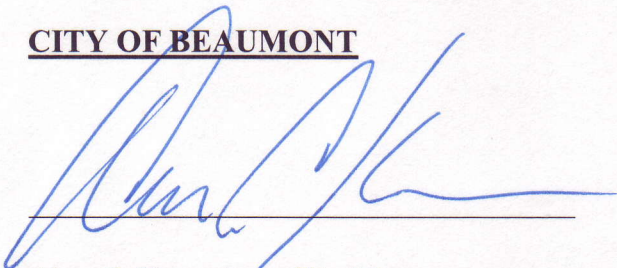
The Police Department shall notify an employee of POST correspondence and it is the employee's responsibility to submit said documents in a timely manner to receive full benefits of the salary increase.

**D. DEFERRED COMPENSATION PLAN:** The CITY agrees to participate in the Deferred Compensation Plan on a ratio of CITY contribution equal to the employee contribution from payroll deductions, and with the CITY's contribution not to exceed the lesser of two and one-half percent (2½ %) of the employee's salary or five thousand dollars (\$5,000) per year. Employees must make arrangements to participate in the Plan. If an employee chooses to not participate in any of the CITY provided medical, dental, or vision coverage's and the employee has alternate coverage through their spouse they can then have the premium for the single rate contributed into the Deferred Compensation plan. The CITY does not match those contributions.

- E. TRAINER PAY:** Public Safety Support Services employees who are assigned a trainee for the purpose of initial and remedial training shall receive from the City an additional one dollar (\$1.00) per hour only during the actual training time and with prior approval by the City Manager or designee.
- F. UNIFORM REIMBURSEMENT:** The uniform reimbursement for members of the unit is one hundred dollars (\$100.00) per month. It is the employee's responsibility to maintain all uniforms.
- G. HOLIDAY PAY:** Holiday time may be taken as time off if the Police Department can properly schedule the time off. Scheduled time off does not need to occur on actual holidays. Unused Holiday Pay will be banked. An employee may request payment for banked holiday pay, to be paid by separate check. Request for cash payment pursuant to this section shall be submitted to the Human Resources department. An employee may maintain a maximum of two hundred and eight (224) hours of banked holiday pay.
- H. EVALUATION/POSITION DESCRIPTION:** Each employee shall be subject to an "Employee Evaluation" and any updated position description on or about their anniversary date of each calendar year. Probationary employees shall be subject to an evaluation at six (6), twelve (12), and eighteen (18) months.
- I. NOTARY CERTIFICATION:** When any employee takes and passes the Secretary of State Notary Examination, he or she shall receive an additional two and one half (2½ %) percent differential pay, retroactive to when the certification is received and he or she can begin to notarized documents. All documents and/or correspondence is to have the City's mailing address as the contact address for any and all notary supplies, certification, and/or notifications. Upon expiration if it is not renewed the employee will lose such two and one half (2½ %) percent.

Signed and agreed to this date in the City of Beaumont:

**CITY OF BEAUMONT**

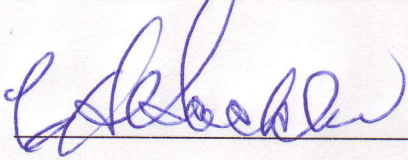


Alan C. Kapanicas, City Manager

Dated: 2-28-2008

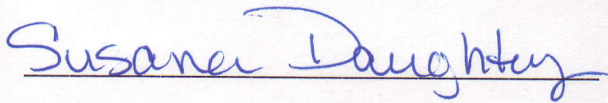
SERVICE EMPLOYEES

INTERNATIONAL UNION LOCAL 721

  
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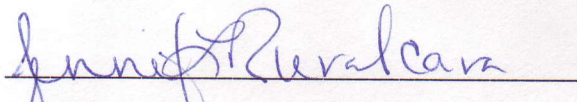
Cal Hackler, Representative

Dated: 3-3-2008

  
\_\_\_\_\_

Susana Daughtery, Records Employee Representative

Dated: 1-31-2008

  
\_\_\_\_\_

Jennifer Ruvalcava, PSD Employee Representative

Dated: 01/21/2008

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**CITY OF BEAUMONT**

\_\_\_\_\_

Dated: \_\_\_\_\_

Alan C. Kapanicas, City Manager

**SERVICE EMPLOYEES**

**INTERNATIONAL UNION LOCAL 721**

\_\_\_\_\_

Dated: \_\_\_\_\_

Cal Hackler, Representative

\_\_\_\_\_

Dated: \_\_\_\_\_

Susana Daughtery, Records Employee Representative

\_\_\_\_\_

Dated: \_\_\_\_\_

Jennifer Ruvalcava, PSD Employee Representative

EXHIBIT A

UNIFORM COMPENSATION PLAN

The ranges shall be effective the first full pay period on or after January 1, 2008:

Public Safety Dispatcher	40	42	44	46	48	50
Police Technician	36	38	40	42	44	46
Police Records Specialist	32	34	36	38	40	42
Police Officer Trainee	44	46	48	50	52	54

Effective the first full pay period on or after January 1, 2009:

Employees will receive a cost of living increase based on the Consumer Price Index – U of the Los Angeles-Riverside area for the preceding twelve (12) months ending July 2008 up to a maximum of 5%.

LETTER OF AGREEMENT



This Letter of Agreement is between the City of Beaumont and Public Safety Support Services.

This Agreement shall take effect on January 1, 2009 and the current Memorandum of Understanding shall be amended as follows:

THIS AGREEMENT is entered into between the Administrative Staff of the City of Beaumont, a Municipal Corporation, hereinafter known as the "CITY," with concurrence of the City Council, and Public Safety Support Services Unit and shall become effective January 1, 2009 and remain in full force and effect until December 31, 2009, unless otherwise provided herein.

ARTICLE IV: SECTION H: Reimbursement of Elective Educational Expenses:

Please see attached "Educational Reimbursement Scale" for current reimbursement rates for Community College and Cal State University (Undergraduate and Graduate rates).

City of Beaumont

Alan C. Kapanicas  
City Manager

8/3/09  
Date

Service Employees

International Union Local 721

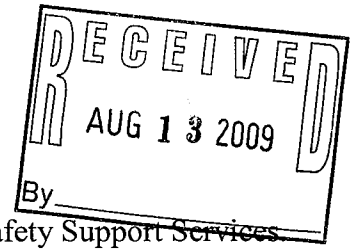
SEIU Representative

7-13-2009  
Date

Jennifer Ruvalcava, PSSS Employee Rep

7-31-2009  
Date

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City of Beaumont

Alan C. Kapanicas  
City Manager

8/3/09

Date

Service Employees

International Union Local 721

SEIU Representative

7-13-2009

Date

  
Jennifer Ruvalcava, PSSS Employee Rep

7-31-2009

Date

CITY OF BEAUMONT  
EDUCATIONAL REIMBURSEMENT SCALE  
Fall 2009 – Summer 2010

			1-6 units Quarter	6.1+ units Quarter
			1-4.002 units Semester	4.0687+ units Semester
Junior College	Freshman	100s	\$26 per unit	\$26 per unit
	Sophomore	200s	\$26 per unit	\$26 per unit
Cal State College	Junior	300s	\$925.00	\$1,395.00
	Senior	400s	\$925.00	\$1,395.00
Cal State College	Masters	500s	\$1,077.00	\$1,655.00

Example = Bachelor of Science program fees at a private university total \$27,270. This particular program equates to 90 units completed in 5 quarters = 18 units a quarter.

Based on the above scale the employee would be reimbursed \$1,027.50 per quarter x 5 quarters = total reimbursement of \$5,052.50 for this program.

Please be aware that any educational reimbursement in a calendar year over \$5,250 must be reported to the IRS and is taxable under the IRS Code 4550.

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**\*CONVERTING SEMESTER UNITS TO QUARTER UNITS**

Most universities and colleges in the United States use the semester or quarter system and hence grant credit in semester units (s.u.) or quarter units (q.u.).

For example, Crafton Community College uses the semester system and grants credit in semester units; California State University San Bernardino and most University of California campuses use the quarter system and grant credit in quarter units.

Two semester units are equivalent to three quarter units. Therefore, to convert semester units to quarter units, multiply the number of semester units by 3/2 (or 1.50); to convert quarter units to semester units, multiply the number of quarter units by 2/3 (or 0.667).