

**SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

*Between the
City of Rancho Palos Verdes
and
American Federation of State, County and Municipal
Employees District Council 36*

July 1, 2023 – June 30, 2025

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
between the City of Rancho Palos Verdes and the
American Federation of State, County and Municipal Employees District Council 36
for the Period of July 1, 2023 through June 30, 2025

Pursuant to the requirements of the Meyers-Milias-Brown Act (“MMBA,” commencing at California Government Code § 3500 *et seq.*), the City of Rancho Palos Verdes (“CITY”) has recognized the American Federation of State, County and Municipal Employees District Council 36 (“AFSCME DC36”) as the majority or exclusive representative, as those terms are interchangeably used under the MMBA, for those CITY employees in the bargaining unit defined as non-management, part-time employees in the classifications listed in Exhibit “A” to the Memorandum of Understanding between the CITY and AFSCME DC36 for the period of July 1, 2023 through June 30, 2025 (“AFSCME DC36 MOU 2023-25”), and adopted Resolution No. 2023-044 on September 19, 2023.

Thereafter, the parties entered into a First Amendment to the AFSCME DC36 MOU 2023-25 dated November 14, 2023 (“First Amendment”), which became effective upon City Council adoption on November 14, 2023, to address the CITY’s contribution to employee health insurance plans, all other terms and conditions of the AFSCME DC36 MOU 2023-25 remained in full force and effect.

Thereafter, the parties met and conferred pursuant the requirements of the MMBA regarding the findings of the Public Sector Personnel Consultants’ (“PSPC”) Classification and Compensation Study (“Study”) previously contracted for by the CITY. The parties reached the Tentative Agreement set forth below based in part upon the recommendations from the Study and these ensuing negotiations, which Tentative Agreement has been memorialized in this Second Amendment of the AFSCME DC36 MOU 2023-25 (“Second Amendment”), with all other terms and conditions of the AFSCME DC36 MOU 2023-25 and the First Amendment thereto remaining in full force and effect. This Second Amendment becomes effective upon City Council adoption.

The parties have also agreed to the following Association represented classification title changes effective upon City Council approval of this Second Amendment:

Current Title	Title Change
Part-time Staff Assistant II	Part-time Senior Staff Assistant
Part-time Recreation Leader II	Part-time Senior Recreation Leader
Part-time Recreation Leader I	Part-time Recreation Leader
Part-time Recreation Specialist	Part-time Open Space and Trails Specialist
Part-time Recreation Leader II	Part-time Open Space and Trails Crew Lead
Part-time Recreation Leader I	Part-time Open Space and Trails Worker

In addition, the parties agree to the addition of the following new part-time classifications:

Part-time Human Resources Specialist

Part-time IT Specialist

Part-time Public Safety Liaison

Part-time Public Safety Manager

Based upon the above title changes and the creation of new part-time positions, the parties agree that the attached Exhibit A Salary and Hourly Schedule shall update the Appendix A to the AFSCME DC36 MOU 2023-25 for purposes of setting forth the current AFSCME DC36 represented classification titles and corresponding pay ranges effective upon City Council adoption of this Second Amendment.

IT IS SO AGREED:

IT IS SO AGREED:

City of Rancho Palos Verdes

**American Federation of State, County and
Municipal Employees District Council 36**

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Ara M. Mihranian
City Manager

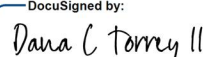
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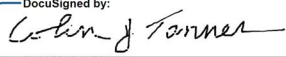
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AFSCME DC36 Business Representative

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Eileen Jacinto
Human Resources Analyst

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Dana Torey
Organizing Committee

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Colin Tanner
Deputy City Attorney/Lead Negotiator

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Quentin Thelen
Organizing Committee

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City of Rancho Palos Verdes

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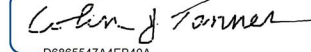
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dtorrey@rpvca.gov

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Rancho Palos Verdes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: terit@rpvca.gov

To advise City of Rancho Palos Verdes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at terit@rpvca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Rancho Palos Verdes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to terit@rpvca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Rancho Palos Verdes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to terit@rpvca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify City of Rancho Palos Verdes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Rancho Palos Verdes during the course of your relationship with City of Rancho Palos Verdes.

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

Between the
City of Rancho Palos Verdes
and
American Federation of State, County and Municipal
Employees District Council 36
July 1, 2023 - June 30, 2025

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
between the City of Rancho Palos Verdes and the
American Federation of State, County and Municipal Employees District Council 36
for the Period of July 1, 2023 through June 30, 2025

Pursuant to the requirements of the Meyers-Milius-Brown Act (“MMBA,” commencing at California Government Code § 3500 *et seq.*), the City of Rancho Palos Verdes (“CITY”) has recognized the American Federation of State, County and Municipal Employees District Council 36 (“AFSCME DC36”) as the majority or exclusive representative, as those terms are interchangeably used under the MMBA, for those CITY employees in the bargaining unit defined as non-management, part-time employees in the classifications listed on Exhibit “A” to the Memorandum of Understanding between the CITY and AFSCME DC36 for the period July 1, 2023 through June 30, 2025 (“AFSCME DC36 MOU 2023-25”), and adopted by Resolution No. 2023-044 on September 19, 2023. This First Amendment to the AFSCME DC36 MOU 2023-25 is entered into this 14th day of November 2023, by and between the CITY and AFSCME DC36. This First Amendment shall only become effective upon City Council adoption and makes only those changes reflected herein below, all other terms and conditions of the AFSCME DC36 MOU 2023-25 remaining in full force and effect.

AFSCME DC36 MOU 2023-25, ARTICLE VI Benefits, Section A, subsection 2, currently provides as follows:

A. Health Insurance Plans

...

2. The high deductible PPO plan comes with a Health Savings Account (HSA) that is funded by the City. The City’s annual contribution to an employee’s HSA plan is \$3,850 for single coverage or \$7,750 for eligible employees and dependent coverage. Eligible employees can make additional contributions, on a pre-tax basis, to their HSA account through payroll deductions, up to the IRS limits, based on their ages (50+) and coverage level.

ARTICLE VI Benefits, Section A, subsection 2, shall be superseded and replaced in full with the following language upon City Council approval of this First Amendment to the AFSCME DC36 MOU 2023-25:

A. Health Insurance Plans


...

2. The high deductible PPO plan comes with a Health Savings Account (HSA) that is funded by the City. The City’s annual contribution to an eligible employee’s HSA plan for the 2023 calendar year is \$3,850 for single coverage or \$7,750 for employee and dependent coverage. Effective for the 2024 calendar year and going forward, the City’s annual contribution to an eligible employee’s HSA plan will increase to \$4,150 for single coverage or to \$8,300 for employee

and dependent coverage. Eligible employees can make additional contributions, on a pre-tax basis, to their HSA account through payroll deductions, up to the IRS limits, based on their ages (50+) and coverage level.

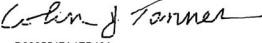
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City of Rancho Palos Verdes

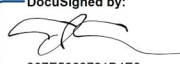
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City Manager

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Eileen Jacinto
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Colin Tanner
Deputy City Attorney/Lead Negotiator

**American Federation of State, County and
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Corey Cordova
AFSCME DC36 Business Representative

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Human Resources Analyst

City of Rancho Palos Verdes

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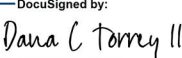
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All notices and disclosures will be sent to you electronically

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To advise City of Rancho Palos Verdes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at terit@rpvca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To withdraw your consent with City of Rancho Palos Verdes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to terit@rpvca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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MEMORANDUM OF UNDERSTANDING

City of Rancho Palos Verdes

and

***American Federation of State, County and Municipal
Employees, District Council 36***

July 1, 2023 - June 30, 2025

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MEMORANDUM OF UNDERSTANDING

between the

City of Rancho Palos Verdes

and the

American Federation of State, County and Municipal Employees, District Council 36

Pursuant to the requirements of the Meyers-Milias-Brown Act (“MMBA,” commencing at California Government Code § 3500 *et seq.*) the City of Rancho Palos Verdes (“City”) has recognized the American Federation of State, County and Municipal Employees, District Council 36 (“Union”) as the majority or exclusive representative, as those terms are interchangeably used under the MMBA, for those City employees in the bargaining unit (“Unit”) defined as all part-time employees, excluding temporary employees and interns, in the classifications listed on Appendix “A” to this Memorandum of Understanding (“MOU”).

I. TERM

This MOU will be effective from the date of City Council approval and shall cover the period commencing from that City Council approval up through and including June 30, 2025, unless otherwise expressly provided in this MOU.

II. DEFINITION OF TERMS

A. Whenever used in this MOU, the following terms shall have the meanings set forth below:

1. City: The City of Rancho Palos Verdes.
2. City Manager: The duly appointed City Manager of the City of Rancho Palos Verdes or his/her designee.
3. Classification: A position or positions assigned to the same job title.
4. Competitive Service: The competitive service established by Section 2.46.040 of the Rancho Palos Verdes Municipal.
5. Day: Unless otherwise indicated, day means calendar day.
6. Demotion: A change in employment status from one classification to another having a lower rate of pay and/or change in duties which are allocated to a class having a lower maximum rate of pay. A demotion may be temporary or permanent.
7. Dismissal: The discharge of the Employee from City service. Discharge and dismissal are used interchangeably in this MOU.
8. Employee: For the purposes of this MOU, a part-time employee in the bargaining unit defined by this MOU and whose part-time classification,

excluding temporary employees and interns, is listed in Appendix A attached hereto.

9. Evaluation Date: The date in which an Employee is scheduled to receive their performance review, if any.
10. Exempt Employee: A Permanent Employee designated as “exempt” and whose duties and salary exempt them from the overtime pay provisions of the federal Fair Labor Standards Act (FLSA).
11. Fiscal Year: Fiscal year is the period July 1 thru June 30.
12. Nonexempt Employee: Any employee who is subject to the overtime pay provisions of the federal Fair Labor Standards Act.
13. Permanent Employee: A competitive service employee as defined in Municipal Code Section 2.46.040 and compensated through the City payroll who is regularly scheduled to work forty (40) or more hours per week. Permanent Employee also does not include elective officials, members of appointed boards, commissions, and committees, City Council-appointed City officers, independent contractors, part-time employees, temporary employees, emergency employees, management and confidential employees or volunteers.
14. Personnel Officer: The City Manager or their designee shall serve as the Personnel Officer as outlined in Municipal Code Section 2.46.030.
15. Reduction In Pay: A change in the salary of an employee to a lower rate within the same salary range.
16. Suspension: The temporary unpaid leave of absence for disciplinary purposes for a period not to exceed thirty (30) days per occurrence.
17. Verbal Reprimand: An oral warning that may be given to a Employee in the event that a deficiency in performance or conduct is not of sufficient magnitude to warrant a more serious disciplinary action.
18. Written Reprimand: A written statement relating to an action or omission indicating that there is cause for dissatisfaction with the Employee’s services and that further disciplinary measures may be taken if the cause is not corrected.
19. Work Week: A regular seven day period of 168 consecutive hours beginning 12:00 a.m. Sunday through 11:59 the following Saturday, the scheduling of part-time employee work hours within which may vary from time to time based on the workforce needs of the City as determined by the Department Head and/or City Manager.

III. MANAGEMENT RIGHTS

The City, through the City Council, possesses the sole right to operate the City and all management prerogatives remain vested with the City through the City Council and City Manager. In this context, except as specifically limited by express provision of this MOU, all management prerogatives, powers, authority and functions, whether heretofore exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the City. It is expressly recognized that these rights, include, but are not limited to, the right to hire, direct, assign or transfer an employee or probationary employee; the right to lay off employees or probationary employees; the right to determine and change staffing levels and work performance standards; the right to determine the content of the workday, including without limitation, workload factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services, the right to contract or subcontract City functions, including any work performed by employees or probationary employees; the right to discipline employees, including the right to reprimand, suspend, reduce in pay, demote and/or terminate employees; the right to relieve employees or probationary employees of duty, demote, dismiss or terminate employees or probationary employees for non-disciplinary purposes; the right to consolidate City functions; the right to determine City functions; the right to implement, modify and delete rules, regulations, resolutions and ordinances; the right to establish, change, combine wages or eliminate jobs, job functions and job classifications; the right to establish or change wages and compensation; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish and change shifts, schedules of work, and starting and quitting times.

IV. UNION RIGHTS

A. Union Access to City Facilities

1. The parties recognize and agree that in order to maintain good employee relations, it is necessary for Union Business Representatives to have access to work locations, to confer with City employees during working hours, to post bulletins on the Union designated bulletin boards or assigned spaces on a designated bulletin board, inspect the working conditions, conduct worksite visits, investigate MOU violations, health and safety concerns, investigate and process grievances, or meet with members for the purpose of representing members in their relations with the City. Union may also have reasonable access to meeting rooms.
2. Union Business Representatives shall be granted access upon obtaining authorization from the Department Head and/or the Human Resources Manager prior to entering a work location and after advising of the general nature of the business. The Department Head and/or the Human Resources Manager shall not unreasonably withhold timely access to work locations. However, the Department Head and/or Human Resources Manager may deny access or terminate access to work locations if, in their judgment, it is

deemed that the visit would unduly interfere with the efficiency, safety, or security of City operations. If a request is denied, then the Human Resources Manager and/or their designee shall establish a mutually agreeable time for access to the employee.

3. Union Business Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the concern, investigation, grievance or appeal. The Department Head and/or Human Resources Manager and/or their designees may mutually establish with the Union Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The City shall not unduly interfere with Union's right to access work locations, so long as such access does not interfere with the performance of City business.
4. The Union may select two (2) Unit employees as Shop Stewards. The Shop Stewards shall be given reasonable release time on paid status to attend meetings with management representatives, or to be present at grievance and/or discipline meetings where matters within the scope of representation or grievances or discipline are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City business.

B. Bulletin Boards

The Union shall be provided use of bulletin boards designated by the City to post materials related to Union business and of Union interest. The bulletin boards shall be placed in conspicuous and readily accessible locations. Postings will be consistent with professional standards while maintaining the Union's first amendment right and employee's right to organize.

C. Distribution of Literature

The Union's representatives may distribute literature in all areas accessed by employees. Distribution of literature will be consistent with professional standards while maintaining the Union's first amendment right. Distribution will not interfere with the City's efficiency in providing service to the community.

D. Union Access to New Hires and Employee Information

1. The City will notify Union in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there was insufficient time between employee's acceptance of offer letter and start date or there was an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union with the new employee's name, job title, department,

work location, work email, and work phone numbers. No other information from the City is being requested by Union even though Union may be entitled to such additional information under law.

2. The new hire will receive a copy of the MOU with their new employee orientation packet. Union shall be permitted no less than thirty (30) minutes for each orientation session to privately talk to new bargaining unit members to explain the rights and benefits under the MOU.
3. The City will provide the Union a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, work email, and work phone number. The parties will mutually agree on a form to use to track said employee information.

E. Dues Deduction

1. At Union's request, the City shall deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union, from the wages and salaries of members of Union to the extent that the employee's wages are sufficient to cover the deduction. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Union membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by Union.
2. The City shall provide for payroll deductions on each payroll period (twenty-six times per calendar year). The City shall remit the total amount of deductions to Union within thirty (30) days of the date of the deduction. Any changes in Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
3. Union shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

F. Representative Rights

1. Employees shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this MOU, also known as Direct Dealing or Individual Bargaining.
2. Employees shall be allowed reasonable release time, if scheduled to work, to discuss matters regarding items contained in this MOU or conditions of

employment with the Union's representatives for clarification or assistance at any time upon advance notice to City and so long as City operations are not negatively impacted.

G. Union Prohibited Conduct

1. The Union, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Article by any Unit member shall constitute a cause for discipline, including termination.
2. In the event that the Union, its officers, agents, representatives and/or members cause or condone any employee strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services, the Union shall immediately instruct any persons engaging in such conduct that their conduct is a violation of this MOU, and require all such represented persons to immediately cease engaging in the prohibited conduct and return to work.

H. Internet Use and Electronic Mail

Employees are allowed to use City computers for legal Internet and electronic mail access. No employee is allowed to download information from an unknown source. The City reserves the right to review any and all information contained on all City computers and no personal privacy is granted or guaranteed. Employees have no expectation of privacy in information contained in City computers. Any illegal use of the Internet on any City computer may result in disciplinary action, which may include termination.

V. COMPENSATION

Employee compensation is set forth in a salary schedule of ranges established by resolution of the City Council. Effective the first full pay period after City Council adoption of this MOU, the new hourly pay ranges for Employees set forth in Appendix A shall implemented. In addition, a signing bonus of \$300.00 shall be paid by the second full pay period after City Council adoption of this MOU to those employees who were working for the City as of July 1, 2022 and who are still employed by the City at the time of City Council adoption of this MOU. A \$100.00 signing bonus shall be paid by the second full pay period after City Council adoption of this MOU to those employees hired after July 1, 2022 and before July 1, 2023 and who are still employed by the City at the time of City Council adoption of this MOU.

A. Initial Employment

The rate of compensation for initial employment in any represented classification shall be determined by the City Manager at their sole discretion based upon factors

including but not limited to the experience, education, skills and ability of the incoming Employee.

B. Movement Within the Salary Range

Employees will be eligible for a salary merit adjustment, provided they have demonstrated “meets expectations” or greater in every rating category of their annual performance evaluation. The specific salary merit adjustment is determined by an employee’s most recent annual performance evaluation rating as further explained herein.

C. Top of the Range

In no case shall an Employee’s regular salary exceed the maximum of the range established by resolution of the City Council.

D. Hourly Wage Range COLA

Effective the first full pay period in July 2024, the City shall provide a Cost of Living Adjustment (COLA) to base hourly wage ranges in Appendix A for all Union represented Employees still on payroll at that time in the amount not less than 0% nor higher than a maximum of three percent (3%) as measured by the Consumer Price Index for All Urban Consumers (“CPI-U”) reported by the U.S. Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim, CA metropolitan area covering the prior twelve month period March to March.

E. Non-Exempt Employees Overtime

1. Nonexempt Employees shall receive overtime compensation in accordance with the federal Fair Labor Standards Act. Accordingly, nonexempt Employees shall be paid one and one-half (1 ½) times their regular rate of pay or receive compensatory time off at one and one half (1 ½) hours for all hours worked in excess of forty (40) in the work week.
2. Overtime Pay:
 - a) Overtime shall be defined as any combination of actual hours worked, which exceeds forty (40) hours in any work week.
 - b) Work in excess of forty (40) hours in the workweek requires prior approval of the nonexempt Employee’s Department Head or the City Manager.

F. Acting Pay

Upon written designation/approval of the Department Head and the City Manager, an Employee who performs the duties of a position with a higher classification for

a period of one (1) calendar month or more and not to exceed the time limits as defined by CalPERS, shall receive compensation as specified below:

1. The Employee shall be compensated at a level within the higher classification as will accord such employee an increase of at least five percent (5%) over their current rate of compensation, provided that the salary does not exceed the maximum amount of compensation within the new salary range.
2. Upon meeting the one calendar month eligibility period, such acting pay compensation shall be retroactive to the first day of the acting assignment through the duration of the assignment.

G. Performance Evaluations

1. An Employee should receive an annual performance evaluation based upon their original hire date or promotion anniversary date.
2. Employees shall be eligible for salary merit advancement within an individual salary range based upon their performance evaluation and meritorious performance as follows:
 - Meets Expectations (Satisfactory): 1% - 2.5%
 - Exceeds Expectations (Good): 2.5% - 5%
3. No employee may receive a Meets Expectations or higher rating where they have an individual category rating of less than Meets Expectations.
4. Employees are entitled to file a rebuttal to any performance evaluation within thirty (30) days of receiving the evaluation.
5. Any employee receiving a less than Meets Expectation rating shall be re-evaluated in six (6) months.
6. The City Manager shall retain the sole discretion to approve salary merit bonuses for Employees at the top of their salary range on an annual basis.

H. Promotional Advancement

When an Employee is promoted from employment in one classification or classification job series to employment in a classification or classification job series assigned a higher salary range, advancement shall be at least five percent (5%) over their current rate of compensation, provided that the salary does not exceed the maximum amount of compensation within the new salary range. In the event this unlikely situation occurs, the parties agree to meet and confer to address.

VI. BENEFITS

A. Health Insurance Plans

Employees working the required number of hours for participation as defined by the federal Affordable Care Act (“ACA”), will be eligible to participate in the City’s group medical plan, which does not include dependents. The City currently pays the entire premium for eligible employees. The City does not guarantee or in any other way promise to Employees the hours necessary to qualify for this benefit.

1. The City has five (5) medical plans available to eligible employees (3 HMO’s, 1 traditional PPO, and a high deductible PPO).
2. The high deductible PPO plan option comes with a Health Savings Account (HSA) that is funded by the City. The City’s annual contribution to an eligible employee’s HSA plan is \$3,850 for single coverage or \$7,750 for eligible employees and dependent coverage. Eligible employees can make additional contributions, on a pre-tax basis, to their HSA account through payroll deductions, up to the IRS limits, based on their age (50+) and coverage level.

B. Employee Assistance Program

The City shall provide an Employee Assistance Program at no cost to all employees and employee families.

C. Life Insurance

Employees are eligible for life insurance on the first of the month following their hire date. The City pays the entire premium on a life insurance policy with a benefit of twice the employee’s annual City compensation/salary, up to a maximum benefit of \$350,000.

D. Accidental Death and Dismemberment

Employees are eligible for AD&D insurance on the first day of the month following their date of hire. The City pays the entire premium on an AD&D insurance policy. The benefit amount is based on the actual loss, up to a maximum benefit of \$350,000.

E. Short-Term Disability Insurance

All employees are required to participate in the California State Disability Insurance (SDI) program, which provides partial salary replacement benefits when an employee is disabled due to a non-work related illness or injury. The program is funded by employee payroll deductions from the employee’s bi-weekly paycheck until a cap established by the State is reached. The benefits and terms are established by the State.

F. California Public Employees' Retirement System (CalPERS)

Employees are eligible to be enrolled in the City's retirement system if they meet the required number of hours worked in a fiscal year as determined by the job classification. The retirement plan is provided under contract with CalPERS. The City pays the employer portion of the CalPERS contribution for eligible employees. Eligible employees pay their employee portion, as determined by statute and CalPERS contract. In the event of any conflict between this summary and either the City's contract with CalPERS or law, the contract or law, as applicable, will prevail and apply. The City does not guarantee Employees the required number of hours to meet eligibility for any of these plan tiers.

1. Tier 1 – Eligible employees hired prior to October 6, 2012 are subject to the first tier benefit formula of 2.5%@55 with final compensation determined by the average of the 12 highest paid consecutive months (single highest year). The employees will be required to contribute eight percent (8%) of their base salary toward the pension benefit.
2. Tier 2 – Eligible employees hired on or after October 6, 2012 who are not defined by CalPERS as “new members” are subject to the second tier benefit formula of 2%@60 based on the average monthly pay rate for the 36 highest paid consecutive months (3 year final compensation). The employees will be required to contribute seven percent (7%) of their base salary toward the pension benefit.
3. Tier 3 - Pursuant to the Public Employees' Pension Reform Act of 2012 (PEPRA), on and after January 1, 2013, eligible employees who are defined by CalPERS as “new members,” are subject to the reform tier benefit formula of 2%@62 based the average monthly pay rate for the 36 highest paid consecutive months (3 year final compensation) and other PEPRA required terms. In addition, new members will be required to pay one half (1/2) of the total normal cost rate for their pension benefit. That rate is determined by CalPERS and will be communicated to the Association (and as it is adjusted in the future) once it is known by the CITY. As defined by CalPERS, a “new member” is:
 - a) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
 - b) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity, as provided under PEPRA.

- c) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

G. Tuition Reimbursement

The City provides a tuition reimbursement program to encourage Employees to pursue professional growth and development through accredited academic coursework. The course must be related to work within City government, as agreed upon by the City Manager, and class time must not interfere with the employee's normal duties, unless specifically authorized by the City Manager. A passing grade, or a certificate of completion for courses that do not bear credit, is required to receive payment. The maximum amount of reimbursement in a fiscal year shall not exceed \$500 per employee participating in the program and is subject to final authorization by the City Manager. The total amount of funds available for the tuition reimbursement program is established each year by the City Council as part of the City's operating budget.

H. Workers' Compensation and Unemployment Insurance

1. Coverage: The City provides workers' compensation and unemployment insurance to all eligible employees in accordance with California law.
2. On-the-Job Injuries: All injuries suffered during working hours must be promptly reported to the employee's supervisor and by notifying the Department Head, and Human Resources/Risk Manager. Employees should also promptly report the injury to the 24/7/365 on-call reporting center. Unless there is an emergency, a City referral form must be obtained from the Personnel office before visiting a doctor. Upon returning to work from all on-the-job injuries, employees must have an approved return to work certificate signed by the attending doctor.

I. Uniforms

Employees may be required to wear uniforms. When required to wear uniforms, the City shall provide such uniforms at no expense to the employees. Replacement uniforms may be provided as needed upon request by employee and justification as determined by Department Head and/or their designee. Uniform replacement request shall not be unreasonably denied.

J. Boot Reimbursement

Employees may be required to wear work boots and those determined to need boots are provided them on a reimbursement basis, with required receipts for same, shall receive one (1) set of work boots per year, up to a maximum of \$150 per pair, as determined and approved by the City at no employee expense. Additional boots may be authorized as needed upon request by employee and with justification as determined by Department Head and/or their designee. An additional set of work

boots are paid up to \$150 maximum reimbursement per pair, per year, due to extreme wear.

VII. INCENTIVE PAY PROGRAM

- A. From time-to-time, the City Manager may grant an incentive pay award to any Employee in recognition for extraordinary work based upon a nomination.
- B. The City Manager shall approve the amount of incentive pay per employee award. However, in no case shall the incentive pay exceed five percent (5%) of an employee's base salary.
- C. Employees shall be limited to no more than two (2) incentive bonus pay awards in a fiscal year, not to collectively exceed a total of 5% of an employee's base salary.

VIII. EMPLOYEE EXPENSES

- A. Mileage and Parking Expenses

Employees required to use their private automobile for City assignments shall be reimbursed for mileage at the current standard mileage rate set by the Internal Revenue Service and actual parking expenses for work during shift hours, but not for arriving to or departing from the City before and after their work shift.

- 1. All claims for mileage and parking reimbursement shall first be approved in writing by the employee's supervisor, Department Head or the City Manager, and shall be filed on forms and in accordance with the procedures established by the City Manager.
- 2. Employees using their private automobile for City business shall only be eligible if the employee supplies the Personnel Officer with a Certificate of Insurance stating that their private transportation is covered by public liability and property damage insurance of not less than the amount required in the procedures established by the City Manager, established in coordination with the City's liability coverage pool.

IX. AT-WILL STATUS OF EMPLOYEES

Employees remain at-will employees and are not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein, but instead may be discharged by their Department Head or the appointing authority (as defined in the City's Municipal Code) at any time with or without notice or cause. In addition, Employees as part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all Employees subject to this MOU are entitled to end their employment relationship with the City at any time, with or without notice or cause. No provision of this MOU shall be deemed to confer upon any Employees any

property rights in employment. All Employees serve at the pleasure of their Department Heads and the City Manager.

X. LEAVES

Except as otherwise permitted by law, all requests for leave shall be in writing, and shall be sent to the employee's supervisor or Department Head or their designee. The request shall include the expected start and end dates of the leave, and any medical certifications required by the provisions of this MOU or City Policy. An employee shall provide as much advance notice of the need for leave as practicable. Generally, when the need for the leave is foreseeable, the employee shall try to provide at least ten (10) days' notice prior to the commencement of the leave. Failure to provide advance notice of the need for leave may be grounds for delaying the start of the leave.

A. Vacation Leave

Employees are not entitled to accrue paid vacation leave.

B. Sick Leave

1. Per state law, part-time employees who work for their employer for thirty (30) days or more within a year of commencement of employment are entitled to paid sick days under certain conditions.
2. An eligible employee shall accrue paid sick days at the rate of one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment and will accrue such paid sick leave for use beginning on the ninetieth (90th) day of employment.
3. All paid sick leave is capped at forty-eight (48) hours per calendar year, including if rolled over from the prior year, and has no vested interest or cash value.
4. In order to receive paid sick leave, an employee must speak with their supervisor at the earliest possible time, generally 2 hours before start of the employee's shift that the leave will be used. Alternatively, an employee must leave a voicemail with their supervisor and then call their Department Head. Such notice shall provide the fact and the reason for the leave and duration of the leave. Failure to provide reasonable notice will be cause for denial of sick leave with pay for the period of the absence. Written verification of the cause of absence may be required by the Department Head or City Manager.
5. Employees shall not be granted, and accordingly are not entitled to take, paid sick leave in advance of its accrual.
6. Employees who use more than twenty-four (24) consecutive sick hours shall be required to furnish a physician's certificate stating that the employee is

able to safely return to work. A physician's certification may be requested if a supervisor has reason to believe that sick leave is being abused. Regardless of the length of the sick leave used, the supervisor has the authority to determine if the employee is abusing the sick leave benefit.

7. Sick leave must be used in a minimum of fifteen (15) minute increments just like the reporting of regular hours worked.
8. Sick leave may be used for medical appointments, pregnancy disability leave, leaves provided pursuant to the federal and California family and medical leave statutes and to care for an employee's spouse, child(ren), parent(s) or spouse's child(ren) or parent(s) due to illness.
9. Upon termination or dismissal from employment, employees shall not be granted, and accordingly are not entitled to be paid for accumulated sick leave.

C. Bereavement Leave

In the event of a verified death in a Employee's family, upon request, the City shall grant up to five (5) workdays of bereavement leave, as provided below:

1. To be eligible for this leave, a Employee must be employed by the City for at least thirty (30) days prior to the commencement of the leave.
2. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.
3. For Employees, the bereavement leave shall be unpaid, except that an employee may use accrued and available paid sick leave for some or all of the leave.
4. The days of bereavement leave need not be consecutive but the bereavement leave must be completed within three (3) months of the date of death of the employee's family member.
5. The City may require, within thirty (30) days of the first day of the leave, that the employee provide documentation of the death of the family member, such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

D. Jury Duty

1. Employees called for jury duty shall give the Department Head or City Manager reasonable advance written notice of their obligation to serve.

2. Employees will be paid their regular wages, less jury duty pay (other than mileage or subsistence allowances) or may elect to forfeit the jury duty warrant to the City and receive full City wages for any normal work shifts missed because of jury service up to three (3) weeks of pay.
3. Written evidence of jury duty attendance shall be presented to the Personnel Officer.
4. Employees shall continue to report to work on those days when excused from jury duty, and on which the employee can work at least four (4) hours during their regular workday.

E. Leave of Absence without Pay

The City Manager, after consultation with the Employee's Department Head, may grant an employee a leave of absence without pay for a period not to exceed four (4) months in accordance with the work force needs of the City. Additionally, the City Manager may apply such conditions as they deem warranted in the best interest of the City. No such leave shall be granted except upon written request of the employee with explanation for the need for the leave. Leave under this section shall only be granted to an employee under circumstances where the employee is not otherwise eligible for pregnancy disability leave or family and medical leave as provided under applicable law and Sections 8 (Pregnancy Disability Leave) and 11 (Family and Medical Leave) of the Personnel Rules. Approval shall be in writing and a copy filed with the Personnel Officer.

1. A leave of absence without pay shall not be construed as a break in service or employment, however, paid leave benefits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee shall stop accruing seniority after thirty (30) days on a leave of absence without pay.
2. Use of a leave of absence without pay for a purpose other than that requested may be cause for forfeiture of reinstatement rights. Failure on the part of an employee or probationary employee on leave to report to work promptly at its expiration may be cause for discharge.
3. An employee reinstated after a leave of absence without pay shall receive that same pay rate in the salary range that they received when the leave of absence began unless the pay increase is awarded by this MOU. Time spent on such leave without pay shall not count towards service for increases within the salary range, and the employee's evaluation date shall be set forward one (1) month for each thirty (30) consecutive days taken.
4. The City shall maintain group health insurance coverage for any employee (including dependent coverage) who is already receiving such coverage while the employee is taking a medical leave of absence under this section at the level and under the conditions coverage would have been provided by

the City if the employee had not taken such leave. In the event an employee does not return to work following the leave, the City reserves the right to recover the premiums or other sums the City paid for group health insurance coverage during the period of the leave.

5. The employee is responsible to pay the entire cost of all applicable health and life insurance premiums and other insurance premiums (such as long term disability and accidental death and dismemberment) which were previously being paid during a non-medical leave of absence without pay that exceeds thirty (30) days. In addition, in advance of taking the leave, the employee must make written arrangements with the Finance Department to pay for the costs of such coverage. Premiums shall be paid within the time specified by the City or as otherwise required by the applicable insurance or benefit program.
6. If the leave of absence without pay was for medical reasons, prior to resuming regular duties, an employee shall furnish the Personnel Officer a physician's certificate stating that the employee is able to return to work.

F. Military Leave

Military leave shall be granted in accordance with applicable federal and California law.

G. Holiday Overtime (Admin Instruction 2-06)

Regardless of the number of hours worked during the work week, Employees who work on a City holiday designated below shall be paid their regular hourly rate and one and one half (1½) times their regular hourly rate of pay for all hours worked on the holiday:

- a) Memorial Day (Last Monday in May);
- b) Independence Day (July 4th);
- c) Labor Day (1st Monday in September);
- d) Thanksgiving Day (4th Thursday in November);
- e) The day after Thanksgiving (4th Friday in November);
- f) Christmas Eve (December 24th);
- g) Christmas Day (December 25th); and
- h) New Year's Day (January 1st).

H. Family and Medical Leave

Family and medical leave will be granted in accordance with the City's Family and Medical Leave Policy and applicable law.

XI. LAYOFF

- A. Whenever in the judgment of the City Council it becomes necessary in the interest of economy, because the necessity for a position no longer exists or other legitimate purpose, the City Council may abolish any position in the City; and the employee holding such position or employment may be laid off without taking disciplinary action and without the right of appeal. Except as otherwise determined by the City Council, the City Manager, when it becomes necessary in the interest of economy, because the necessity for a position no longer exists or for other legitimate purpose, may abolish any position or employment in the City and may lay off an employee holding such position or employment without taking disciplinary action and without right of appeal.
- B. If an Employee believes that their layoff is contrary to federal or state law or City policy, they may file a grievance based solely on the narrow issue of the alleged violation federal or state law or City policy. Otherwise, Employees shall have no other rights relative to the termination of their at-will employment by means of a layoff.

XII. WORK SCHEDULES, MEAL & REST PERIODS AND ATTENDANCE

A. Work Schedules

1. All work shifts shall have a designated start and end time, but some events and/or rentals may require employees to stay longer than scheduled.
2. All work shifts are subject to change due to unexpected change in need such as weather impacts, canceled events, canceled rentals, pandemic issues, event of Force Majeure, etc.
3. Employees work part-time schedules during the entire workweek and across different shifts each day and with work days and work shifts sometimes changing by season. Accordingly, there are no guaranteed work hours, shifts or days. Work schedules are determined in advance by the Employee's Department Head and/or their designee.

B. Meal & Rest Periods

1. Meal Period. Meal Periods for Part-Time employees are dependent upon the particular shift, work location and whether the employee has Meal Period coverage. The City's goal is to allow for at least a thirty (30) minute unpaid Meal Period for every 6 hours of work where the employee can be released from all work duties. Employees may waive their right to such Meal Periods

but must do so in writing, the waiver may be revoked with a 24 hour notice to the employee's immediate supervisor. If there isn't coverage for such a Meal Period due to the nature of the position or the lack of coverage on a particular day, then the employee will be paid for a working lunch where they are permitted to eat on duty and at the job site. Eating food at public facing counters is generally not accepted unless approved by the Department Head. Department Heads have the responsibility for scheduling lunch periods for their employees and may require employees to work through their Meal Periods with pay as required by City needs and allow employees to eat at their desks or facilities while on duty.

2. Rest Periods. The City allows every employee to take a 15-minute rest period for every 4 hours worked. Rest Periods are not to be taken outside the employee's assigned work facility without permission of the Department Head. Eating food in the public areas is generally not accepted unless approved by the Department Head. Employees in the field may suit the time of work break to the situation at hand, recognizing that they are City representatives in all daily activities. Scheduling of breaks will be at the discretion of the Department Head. This provision shall not apply to field trips and excursions and/or related off-site programming.

C. Attendance

Failure of an Employee, who is absent without leave, to return to work within 24 hours of notice to return, or failure to request leave of absence within the same period, shall be cause of disciplinary action, including discharge. Employees who leave during work hours without first notifying and receiving prior approval from their supervisor or Department Head of their whereabouts are subject to appropriate disciplinary action, including discharge.

XIII. GRIEVANCE PROCEDURES

A. Purpose of Grievance Procedure

The grievance procedure shall be used to resolve employee or probationary employee complaints concerning the express terms and condition of employment with the City. The grievance procedure shall not be used for resolving any complaint concerning disciplinary action.

Except as otherwise provided in this MOU, the grievance procedure may be utilized to resolve alleged:

1. Improper application of rules, regulations and procedures.
2. Unfair treatment, including coercion, restraint and reprisal.
3. Improper procedures utilized in employee layoff.

4. Discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or because of any other statutorily or constitutionally impermissible basis.
5. Any manner affecting an employee's:
 - a) Work schedule;
 - b) Fringe benefits;
 - c) Holidays;
 - d) Sick Leave; and/or
 - e) Retirement.
6. Any alleged violation of this MOU.
7. Any other matter regarding the terms and conditions of employment.

B. Informal Discussion of Grievance

1. When an Employee has a grievance, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee shall have the right to informally discuss the grievance with the supervisor's immediate superior. The informal discussion with the supervisor's immediate superior shall occur within twenty (20) days from the date of the incident or decision generating the grievance. If, after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
2. If an employee's grievance is with their immediate supervisor or the supervisor's immediate superior, or the supervisor's immediate superior is the Department Head, they may skip to the next step of the grievance procedure as appropriate.

C. Formal Grievance Procedure

The formal grievance procedure shall be used to resolve an employee's grievance not satisfactorily resolved by informal discussion or where Section B2 applies above.

1. An employee shall have the right to present a formal grievance in writing to their Department Head within thirty (30) days from the date of the incident or decision generating the grievance. All formal grievances shall state the factual reasons for the grievance, the alleged violations, and the employee's requested remedy and be signed by the employee.
2. The formal written grievance shall be timely presented to the Department Head. When the employee presents a formal grievance to their Department Head, the Department Head shall discuss the grievance with the employee within ten (10) days of receipt. The employee's labor representative may file a grievance on the employee's behalf, but the employee must still sign it. Within ten (10) days after meeting with the employee regarding the formal grievance, the Department Head shall render a written decision.
3. If the employee is unsatisfied with the decision of the Department Head, then they shall have the right to present the formal grievance to the City Manager within five (5) days from the date of the decision of the Department Head. The employee shall provide the City manager with a copy of the original grievance, the response from the Department Head, and state in writing any and all objections to, and/or dissatisfaction with, the decision of the Department Head.
4. When the employee presents the formal grievance to the City Manager, the City Manager or their designee shall discuss the grievance with the employee. Within fifteen (15) days after receipt of the formal grievance and related materials, the City Manager and/or their designee shall render a written decision. The decision of the City Manager and/or their designee shall resolve the grievance and no further administrative review of the subject matter of the grievance shall be permitted.
5. The employee and the City have the right to representation at any step in the grievance process.
6. Any grievance not filed or taken to the next step by the employee within the specified time limits shall be deemed settled on the basis of the last decision, and not subject to further consideration or reconsideration. Grievances settled based on not being filed or taken to the next step, shall not set precedent for future grievances. By mutual agreement and for good cause, reasonable extensions of time may be given in writing by the applicable parties at each step in the grievance procedure.
7. An employee who has filed a grievance shall suffer no discrimination for filing the grievance. This grievance process does not waive the employee's rights to file any claim with appropriate state and federal agencies.

XIV. DRESS CODE

- A. All Employees must present a professional appearance by wearing appropriate and clean attire for the position held and tasks to be completed. Attire should be considered business. If a uniform is required, then it should be well maintained and worn in a presentable fashion. Matters of employee attire will be managed at the department level.
- B. Examples of appropriate office attire include slacks or khakis; dress shirt or blouse; open-collar or polo shirt; optional tie or sport coat; a dress or skirt at knee-length or below; a tailored blazer, knit shirt or sweater; loafers or dress shoes that cover all or most of the foot. Examples of inappropriate attire include t-shirts; gym or sweat clothing, including work out wear; halter tops, tank tops or crop tops; leggings or spandex (except with dresses); low back dresses, blouses, or shirts; sheer, see through or revealing clothing; shorts; and casual sandals (flip flops). Hats are not acceptable, unless they are part of a uniform. Jeans and athletic shoes for office personnel are limited to “Friday” casual, unless the position held requires jeans and/or athletic shoes.

XV. ADMINISTRATIVE INSTRUCTIONS AND DEPARTMENTAL POLICIES

- A. Administrative Instructions: Without limiting the application of other Administrative Instructions, unless otherwise inconsistent with this MOU or the law, Employees are subject to Administrative Instructions: 2-06 (Part-Time Employees), 2-03 (Workers’ Compensation Claims Procedures), 2-09 (Gifts), 2-10 (Policy Against Harassment in the Workplace), 2-12 (Outside Employment), 2-13 (Pets), 2-14 (Bulletin Boards), 2-15 (Employee Incentive Program), 2-18 (Policy Against Violence in the Workplace), Admin Instruction 2-19 (Part Time, Seasonal, and Temporary employee Sick Leave), 7-01 (Safety Program), 7-04 (Accident Reports – Vehicle), 8-01 (Use of City Vehicles), 8-02 (Use of Employees Vehicles for City Business), 8-05 (Computer Network Use), 8-07 (Electronic Mail and Internet Use), and 8-08 (Use of City mobile telephones) to the extent such instructions are not inconsistent with this MOU. Copies of the current Administrative Instructions are available in the Administrative Instruction Manual and from the Human Resources Office.
- B. Departmental Policies and Procedures: Where a department or work group has adopted employment and workplace policies, procedures or other instructions, employees within that group are subject to those policies, procedures and instructions.

XVI. WRITTEN NOTICE

Any written notice required to be given by the provisions of this MOU, unless herein otherwise specifically provided, may be given either by personal service or by mail. In the case of service by mail, the notice must be deposited in the United States mail, in a sealed envelope, with postage prepaid; addressed to the person on whom it is to be served; at the

address in any notice given by them of their last known address, and, if there be no last known address, then addressed to them at the City (if still associated with the City in some capacity). Service by mail shall be deemed complete at the time of the deposit in the mail.

XVII. OUTSIDE EMPLOYMENT (ADMIN INSTRUCTION 2-12)

Employees shall be allowed to engage in employment other than their job with the City, with the understanding that such outside employment does not interfere with the performance of assigned duties and does not constitute a conflict of interest. The employee must notify their Department Head and copy the City Manager in writing regarding their outside employment.

XVIII. SAVINGS CLAUSE AND SEVERABILITY

Any provision of this MOU, which conflicts with any State or Federal statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, or declared by a court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes shall not affect the remainder of the MOU which shall remain in full force and effect for the term of the MOU. The parties will meet as soon as practical to negotiate the effects of any invalidated provision.

XIX. JOINT DRAFTING

In recognition of the fact that the parties had an equal opportunity to negotiate the language of, and draft, this MOU, the parties acknowledge and agree that there is no single drafter of this MOU and, therefore, the general rule that ambiguities are to be construed against the drafter is, and shall be, inapplicable. If any language in this MOU is found or claimed to be ambiguous, each party shall have the same opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language without any inference or presumption being drawn against any party hereto.

XX. MODIFICATION

This MOU may only be modified or amended by written agreement between the parties which must then be ratified by the Union and formally approved by resolution of the City's City Council.

XXI. JOB DESCRIPTION

Class Specifications: The classification plan shall consist of job specifications, which shall set forth a descriptive title, typical duties and responsibilities, essential functions of the position, and the training, experience, and other qualifications necessary or desirable for the effective performance of each position within a classification.

XXII. REOPENERS

The parties agree to reopen the contract for the purpose of the following:

- A. Drafting, ratifying, adopting and implementing an Employer-Employee Relations Resolution for the City; and
- B. Updating the City's Personnel Rules.

The City's labor relations representatives and the Union's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Union and have reached agreements which are set forth in this MOU. This MOU, when executed by the City's labor relations representatives and the Union's representatives, constitutes a joint recommendation therefrom, after ratification of the Union's membership, to be submitted to the City Council for its determination and approval by resolution. This MOU is of no force or effect unless or until approved and adopted by a resolution of the City Council.

City of Rancho Palos Verdes

DocuSigned by:



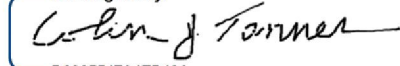
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Ara Mihranian
City Manager

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Julie DeZiel
Human Resources Manager

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Colin Tanner
Deputy City Attorney/Lead Negotiator

AFSCME District Council 36


Corey Cordova
AFSCME DC36 Business Representative



Richard Fox
Organizing Committee



Dana Torey
Organizing Committee



Quentin Thelen
Organizing Committee

APPENDIX A**(REPRESENTED CLASSIFICATIONS & HOURLY PAY RANGES)**

Classifications	City Hourly Pay Range
Recreation Leader I	\$19.00 to \$24.70
Recreation Leader II	\$21.85 to \$28.41
Recreation Specialist	\$25.13 to \$32.67
Part-time Ranger	\$22.45 to \$29.17
Television Producer	\$28.75 to \$37.38
Television Producer On Camera	\$33.00 to \$42.91
Part-time Staff Assistant I	\$23.13 to \$30.05
Part-time Staff Assistant II	\$26.29 to \$34.14
Permit Clerk	\$25.73 to \$33.42
Code Enforcement	\$35.24 to \$45.77

California minimum wage effective 1/01/2023 is \$15.50 per hour.

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Human Resources Manager

City of Rancho Palos Verdes

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Ara Mihanian

aram@rpvca.gov

City Manager

City of Rancho Palos Verdes

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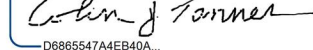
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ctanner@awattorneys.com

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From time to time, City of Rancho Palos Verdes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Rancho Palos Verdes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: terit@rpvca.gov

To advise City of Rancho Palos Verdes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at terit@rpvca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Rancho Palos Verdes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to terit@rpvca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Rancho Palos Verdes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to terit@rpvca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Rancho Palos Verdes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Rancho Palos Verdes during the course of your relationship with City of Rancho Palos Verdes.