

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE MANAGEMENT UNIT

Effective January 1, 2020 through December 31, 2021

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE MANAGEMENT UNIT

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into between the City of Beaumont (“CITY”), a Municipal Corporation, and the Beaumont Police Management Unit (“POLICE MANAGEMENT UNIT”), relative to wages, hours and other terms and conditions of employment for the classifications listed in Article IV, section A. This Agreement shall become effective January 1, 2020 and remain in full force and effect until December 31, 2021.

**ARTICLE I: EMPLOYEE HANDBOOK**

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 All previous Memoranda of Understanding and Agreements, whether written or verbal, are superseded by this Agreement.

**ARTICLE II: MANAGEMENT RIGHTS**

The members of the POLICE MANAGEMENT UNIT (referred to as employees or members herein) 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, religion (including religious dress and grooming practices), color, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions),

sexual orientation, national origin (including language use restrictions), ancestry, citizenship status, uniformed service member or veteran status, marital status, age, medical condition (genetic characteristics, cancer related), physical or mental disability (including HIV and AIDS), gender, gender identity, or gender expression, nor will there be any discrimination with respect to hiring, retention or any conditions of employment because of membership or activities on the POLICE MANAGEMENT UNIT.

The POLICE MANAGEMENT UNIT will accept into membership all eligible persons of the bargaining unit without regard to any protected class under federal, state or local law.

#### **ARTICLE IV: POLICE MANAGEMENT UNIT SPECIFIC BENEFITS**

- A. RECOGNITION:** The CITY hereby recognizes the POLICE MANAGEMENT UNIT as the only authorized representative of present and future employees in the Deputy Chief of Police and Police Lieutenant classifications covered by this Agreement. Provided, however, that this provision shall not preclude employees from exercising his/her rights as may be provided by the Meyers-Milias-Brown Act, or the Employee-Employer Relations Resolution of the CITY. This Agreement does not cover the Beaumont Police Officers Association, Managers/Profession Technical, SEIU Local 721, or any other classification of employees.
- B. SAFETY EQUIPMENT:** The CITY will provide for their use all safety equipment, including duty weapons, to each authorized employee.
- C. DUTY WEAPONS:** The CITY shall furnish a duty weapon to each authorized employee. If an employee elects to carry a different duty weapon, the employee shall provide the weapon at his/her own cost. Duty weapons shall be restricted to the following calibers: 40, 45, or 9mm. Duty weapons shall be approved by the Range Staff and the Chief of Police. The employee shall qualify with the weapon before it can be carried on duty. The CITY shall provide all duty-ammunition for duty weapons.
- D. 1959 SURVIVOR'S BENEFIT PROGRAM:** The CITY agrees to pay the CITY and Employee portion of the 1959 Survivor's Benefit Program (4<sup>th</sup> Level), not to exceed \$150.00 per year.
- E. UNIFORM ALLOWANCE:** The uniform allowance for members of the unit is \$100.00 per month. It is the employee's responsibility to maintain all uniforms.
- F. PROFESSIONAL DEVELOPMENT:** The CITY hereby agrees to budget and to pay the dues, subscription, travel and subsistence expenses for professional and official travel, meetings, and occasions adequate to continue the professional development and to adequately pursue necessary official and other functions for the CITY, including but not limited to the California Peace Officers Association, the FBI National Academy Associates, local service clubs and such other national, regional, state, and local government groups and committees thereof on which a Manager serves as a member, as may be approved by the City Manager. The CITY also agrees to budget and to pay for the travel and subsistence expenses of members for short courses and institutes and

seminars that are necessary for his/her professional development, which are not POST reimbursed courses, as may be approved by the City Manager.

- G. CITY VEHICLE:** The CITY shall provide a CITY-owned take home vehicle for use by a member who is assigned to provide 24-hour response to emergency incidents. The CITY shall provide fuel, maintenance, and automobile insurance. A take home vehicle is to be used only for official CITY business unless approved, in writing, for incidental use by the City Manager.

In order to be eligible for a take home vehicle, a member must be able to respond promptly to the designated location and arrive within a reasonable period of time after being notified to respond. Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive at the designated location within one (1) hour of notification.

Use of the vehicle is conditioned upon the following:

- Vehicle and equipment shall be secured at all times.
- Vehicle shall be either garaged or stored off-street.
- Any weapons in the vehicle shall be secured in a locked compartment or vault.
- Vehicle shall only be operated by the authorized employee.
- Employees shall adhere to all Beaumont Police Department and CITY policies and procedures relating to vehicle operations.
- Operating the vehicle for incidental use shall not be considered time-worked, unless driving to or from an official job-related function.
- Vehicle shall not be operated outside a 100-mile radius of the CITY's civic center without prior approval of the City Manager.
- Vehicle shall be left at the police facility while employee is on leave for one or more weeks and the vehicle will be left unattended.

- H. CELL PHONE:** With City Manager approval, the CITY shall provide a cell phone for use by a member who is subject to 24-hour call back.

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

- Management P.O.S.T. Certificate an additional 2.5%.

## **ARTICLE V: SALARY AND BENEFITS**

- A. UNIFORM COMPENSATION PLAN:** The CITY agrees to maintain a Uniform Compensation Plan, and shall place employees within monthly salary ranges, or the equivalent hourly rate if the employee is permanent part-time.
- B. COST OF LIVING ADJUSTMENT (“COLA”):**
1. Effective the first pay period on or after this Agreement is signed, the CITY agrees to provide a two-and-one-half percent (2.5%) cost of living salary increase to all classifications in this UNIT.
  2. Effective the first pay period on or after January 1, 2021, the CITY agrees to provide a two-and-one-half percent (2.5%) cost of living salary increase to all classifications in this UNIT
- C. SALARY STEP INCREASE:** Each employee may (until reaching the maximum step for a salary range), on his/her anniversary date, be eligible for a salary step increase within the approved salary range. The CITY retains the right to approve or deny any salary step increase, for reasonable cause, after formal evaluation of said employee, which shall occur every year on or about the employee’s anniversary date.
- 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 discretion offer credit for previous experience in another governmental agency for the purpose of vacation accrual calculations.
- E. SAFETY POLICE EMPLOYEES RETIREMENT SYSTEM (PERS):**
1. CalPERS Definitions:

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

    - a) “Classic” Member: Any employee - excluding transit employees\* - hired by the CITY prior to January 1, 2013; or any employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the CITY with less than a six (6) month break in service; or any transit employee hired by

the CITY prior to December 29, 2014; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.

- b) “New” Member: Any employee - excluding transit employees\* - hired by the CITY or any other CalPERS participating public agency, on or after January 1, 2013; or any employee previously employed by a CalPERS participating public agency who becomes employed by the CITY after a break in service of greater than six (6) months; or any transit employee hired by the CITY on or after December 30, 2014; or any employee, regardless of hire date, who is ineligible for reciprocity with another California public retirement system.

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

2. Retirement Formulas and Calculations:

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

- a) “Classic” Members: “3% at 50” and single highest year.
- b) “New” Members: “2.7% at 57” and three-year average. Pensionable compensation cap on annual salary used to calculate final compensation.

3. Rates of Contributions:

- a) “Classic” Members: Effective June 1, 2018, the CITY shall pay one hundred percent (100%) of the employer’s obligation. The employee shall pay one hundred percent (100%) of the employee contribution, currently nine percent (9%) for public safety employees.
- b) “New” Members: The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs.

4. Eligibility for Part-Time Employees:

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

5. CalPERS Service Credit for Vested Sick Leave:

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

**F. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION:** When an employee is assigned to a higher job classification for more than ninety (90) consecutive days, he/she shall receive an additional five (5%) percent differential pay, retroactive to the first day of service in the higher classification. Such assignments shall not exceed six (6) consecutive months in length without mutual agreement of the City Manager and the appropriate unit representative or individual.

**G. CAFETERIA PLAN:** THE CITY SHALL CONTRIBUTE ONE-THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$1,675) PER MONTH TO EACH UNIT MEMBER FOR THE CAFETERIA BENEFIT PLAN DETAILED IN THIS SECTION.

1. Said contribution shall be used to provide for health insurance for the employee. The employee shall be covered by health insurance with a CITY approved health plan unless the employee provides proof to the CITY the employee is covered by another acceptable health plan as determined by the CITY's Human Resource Department.
2. The balance may be used for any of the following or any combination thereof:
  - a) Health Insurance for employee's spouse and/or dependents;
  - b) Dental Insurance for employee's, spouse and/or dependents;
  - c) Eye care plan for employee, spouse and/or dependents.
3. There is no cash-back of the remaining contributions amount, if any, to the employee after payment of the selected premiums(s). The employee shall be responsible for the remaining payments(s) through payroll deduction, of any premiums selected which are in excess of the monthly contribution amount.
4. If an employee elects to not participate in the Cafeteria Plan and can show adequate proof of an approved health plan, the employee shall have the option to have an amount equal to the most current Kaiser employee only (single) monthly premium rate [as of January 1, 2020 the single rate is \$598.31] paid to the employee or deposited by the CITY into the employee's Deferred Compensation Plan each month. If taken as cash payment, the amount is not to be considered as pensionable compensation for the purposes of CalPERS. Such alternative health plan coverage must be verified initially and thereafter on an annual basis through presentation of a valid medical insurance card, or other reasonable means of verification as approved by the City Manager. Alternative health plan coverage must be maintained until the next available CITY open enrollment period.



**H. SICKLEAVE:**

1. Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period for full-time employees.
2. The CITY agrees to a one thousand (1,000) hour sick leave accumulation cap. Employees will not accrue sick leave once they have reached the cap.
3. The CITY agrees to a service credit of unused sick leave for PERS retirement when an employee retires from CITY employment. If an employee leaves the CITY with at least seven (7) years of service, the employee may elect to receive a lump sum payment of the value of the unused sick leave. If the employee leaves the CITY prior to completing seven (7) years of service, then the employee is eligible for sick leave cash out using the following guidelines. This payment will be determined by a graduating scale that increases by fifteen percent (15%) per year for each year completed, through the first six (6) years of service ninety percent (90%) and an additional ten percent (10%) after completion of the seventh (7th) year of service (100%). All sick leave vesting levels shall begin after the completion of probation and the second (2nd) year of service thirty percent (30%). A year of service will be considered completed when the employee reaches the anniversary date of their initial employment.

See scale provided below:

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%

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

4. Employees who are laid off as a result of a reduction in force shall receive, at the option of the employee, either a lump sum payment equal to one hundred percent (100%) of accrued sick leave or the one hundred percent (100%) service credit towards retirement if the employee chooses to retire immediately following layoff.
5. All employees can use accrued paid sick leave for the purposes set forth in Labor Code section 246.5(a).
6. Accrued paid sick leave shall carry over to the following year, but no additional paid sick pay will accrue until the employee's accrued paid sick leave falls below the one thousand (1,000) hour cap.
7. The CITY will provide all employees with a written notice of the amount of paid sick leave available. The notice will be provided on the designated pay date with the employee's payment of wages. Sick pay will be paid at employee's hourly rate

of pay when the sick leave is taken. Sick pay will be paid by the payday for the next regular payroll period after the sick leave is taken.

8. Employees can use accrued paid sick leave upon a written or oral request. If the need to use paid sick leave is foreseeable, the employee must give reasonable advance notice. If the need to use paid sick leave is unforeseeable, notice must be given as soon as practicable.
  9. On July 1<sup>st</sup> of every year, part-time, seasonal temporary employees will be credited 3 days (24 hours) or 3 times their normal shift of sick leave. It shall not be carried over but is available for cash out upon termination.
  10. Accumulated sick leave hours can be paid at the time of separation from service at the employee's hourly rate at the time of separation or the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.
  11. An employee may request payment of up to eight (80) hours banked sick leave, to be paid by separate check, per calendar year. The employee is eligible to make the request for banked sick leave provided that the employee is fully vested (7 years) and has a minimum of 160 sick leave hours in the sick leave bank. Requests for cash payment pursuant to this section may be submitted to the Human Resources department quarterly. Such requests must be submitted by March 1, June 1, September 1 or December 1 to be paid on the first full pay period in March, June, September or December.
- I. LIFE INSURANCE:** The CITY agrees to provide group term life insurance up to fifty thousand dollars (\$50,000) for each employee.
- J. SHORT-TERM DISABILITY INSURANCE:** The CITY agrees to maintain the short-term disability coverage at the levels in effect on January 1, 2014 for full-time employees.
- K. BILINGUAL PAY:** Employees who have been certified using a CITY designated language proficiency test as being fluent speaking or interpreting (not reading or writing) in sign language or other secondary languages shall receive one dollar and fifty cents (\$1.50) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Administrative Director 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.
- L. DIRECT DEPOSIT:** As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution.
- M. WELLNESS PROGRAM:** An employee who voluntarily joins a health or fitness club, purchases pre-approved exercise equipment, visits a chiropractor shall be eligible for reimbursement of the fee up to but not exceeding fifty dollars (\$50) for each full month the employee has been employed. It will be the responsibility of the employee to submit requests for reimbursement

to the Human Resources department in order to receive reimbursement. The CITY shall pay this reimbursement bi-annually under the CITY reimbursement policy. Each participating employee is solely liable and responsible for any and all personal injuries, and shall fully indemnify the CITY. The CITY assumes no liability for injury or compensation for employee participation in this program, nor is this a mandated program or a job requirement.

- N. **ADMINISTRATIVE/PERSONAL LEAVE:** The Deputy Chief classification shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that the Deputy Chief may accrue at any given time may not exceed eighty (80) hours total. The Deputy Chief may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked leave pay should be submitted in accordance with the procedure stated in section V.H.11 above.

**ARTICLE VI: HOURS AND WORKING CONDITIONS**

- A. **HOLIDAY ACCRUAL:** The CITY allocates fourteen (14) eight-hour days per year accrued at 4.31 hours per pay period (one hundred twelve (112) hours per year). Holiday time may be taken as time off if the Department Head or City Manager can properly schedule the time off. Scheduled time off does not need to occur on actual holidays.

An employee may request payment of banked holiday pay, to be paid by separate check. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department bi-annually. Such requests must be submitted quarterly by March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, or December 1<sup>st</sup> to be paid on the first full pay period after. An employee may maintain a maximum of two hundred twenty-four hours (224) of banked holiday pay. Any excess holiday hours, above the maximum accrual, as of December 31<sup>st</sup> of any year, will be paid to employees in January of the next year using the rate of pay in effect prior to any Memorandum of Understanding increase in January.

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

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

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

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

Nineteen (19) years 1 day	five (5) weeks per year	7.692 hours per pay period
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Total vacation accrual for any employee shall not exceed the equivalent of two (2) years' accrual at the current accrual rate for that employee. Employees will no longer accrue vacation hours once they have reached the cap.

An employee may request payment of up to eighty (80) hours banked vacation pay, to be paid by separate check, per calendar year. Such requests must be submitted quarterly by March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, or December 1<sup>st</sup> to be paid on the first full pay period after.

- C. **PROMOTION PROBATIONARY PURPOSES:** During the probationary in paid status following a promotion or transfer, a regular employee who held permanent status at the time of the promotion or transfer shall, upon the employee's request, be returned to a position in the previously held classification in the former employing department if a vacancy exists. If the return involves a change in classification, the salary step shall be the same step that the employee held or would have received immediately prior to the promotion or transfer. Computation of the probationary period in a paid status does not include overtime, stand-by, on-call or military leave of absence.
  
- D. **BIDDING FOR OPEN POSITIONS:** In the event any position becomes open, it will be the responsibility of the Human Resources Department to notify permanent full-time and permanent part-time CITY employees of the opening prior to outside recruitment. Such responsibility shall include posting of a notice in a conspicuous place within each regular work location for a period of ten (10) working days prior to outside recruitment. This notice will include the rate of pay ranges, hours to be worked, and any special requirements and conditions. An eligible and qualified employee interested in an open position shall submit an application and supporting documentation within ten (10) working days of the announcement's posting to be considered for the position prior to outside recruitment. If an eligible and qualified represented employee is selected to fill an open position, the employee will maintain his/her seniority, but will be required to accept the salary step range applicable to the job. Placement of an individual on a step higher than starting pay will be at the discretion of the department administrator of the job applied for and the City Manager. Seniority within the CITY will prevail over similar qualifications. If an individual believes 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 POLICE MANAGEMENT UNIT's official workweek shall be Friday from 6 a.m. to Friday at 6 a.m.

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

Representatives from the CITY and the POLICE MANAGEMENT UNIT will meet for the purpose of possible modification of the Employee Handbook and to convert it into a Personnel Rules and Regulations format.

## **ARTICLE VIII: JOB DESCRIPTIONS**

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

## **ARTICLE IX: 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 X: SKELLY PROCEDURE**

- A. STANDARDS OF CONDUCT:** It is expected that all CITY employees shall render the best possible service and reflect credit on the CITY, and therefore high standards of conduct are essential.
- B. IMPROPER EMPLOYEE CONDUCT:** Improper conduct may be cause for disciplinary action up to and including termination of employment. The term “improper conduct” means not only any improper action by an employee in the employee’s official capacity, but also conduct by an employee not connected with the employee’s official duties that affects the employee’s ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following.
1. Tardiness.
  2. Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
  3. Careless workmanship resulting in waste of materials.
  4. Unsatisfactory work performance.
  5. Abuse of sick leave privileges, e.g., failure to present adequate documentation of illness when required by the City Manager or respective department head, use of sick leave for unauthorized purposes.
  6. Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to, or dereliction of duty, including loafing or wasting time.
  7. Acceptance of gifts from parties doing business with the CITY.

8. Unauthorized sleeping while on duty.
9. Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
10. Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced.
11. Chemical or alcohol abuse affecting work performance.
12. Loss or destruction of CITY property or the property of others, through carelessness.
13. Political activity in violation of the law.
14. Unexcused absence from duty.
15. Reckless driving on CITY premises or reckless operation of CITY vehicle.
16. Gambling or promotion of gambling on CITY premises while on duty.
17. Endangering the safety of or causing injury to any employee, including him or herself.
18. Unauthorized disclosure of confidential information as defined by law or by written directive of the CITY or respective department.
19. Treating any city official, officer or employee, or any member of the public, in a disrespectful, rude, insulting, abusive or demeaning manner while in the performance of duties, or related thereto.
20. Unauthorized use of CITY vehicles or equipment.
21. Covering up or attempting to conceal defective work, removing or destroying same without permission.
22. Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
23. Making false or unfounded statements which are derogatory, slanderous or defamatory about other employees or officials.
24. Willful damage to CITY property or to the property of others.
25. Making a false confession.
26. Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the CITY.

27. Failure to adhere to this adopted Memorandum of Understanding or to other CITY or departmental rules, policies or procedures.
28. Sexual harassment or other unlawful discrimination.
29. Willful violation of CITY or Departmental policies and procedures regarding media contact.

**C. DISCIPLINARY PROCESS:** The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of CITY policies. The CITY will verbally counsel an employee when circumstances warrant it, prior to taking any formal disciplinary action. This gives the supervisor an opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it.

Discipline may be initiated for various reasons, including, but not limited to, violations of CITY work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to dismissal.

The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Disciplinary actions imposed under this article shall be in accordance with sections 3300-3311 of the California Government Code.

1. Normal Progressive Discipline Sequence:
  - a) Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
  - b) Written Reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. Written reprimands may be appealed to the Chief of Police within five (5) calendar days. The decision of the Chief of Police shall be final. In addition, the employee may submit a written response within thirty (30) calendar days. The employee's response will be attached to the written reprimand.
  - c) Suspension: Temporary removal of an employee from his/her duties without pay for misconduct.
  - d) Demotion: This step involves either the reduction in pay step or reduction in class.
  - e) Dismissal: The final step in the disciplinary process.

2. Disciplinary Procedure: Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The CITY reserves the right to deviate from this sequence when it feels that circumstances are so severe that such a deviation is warranted. The Chief of Police or designee is vested with the authority to determine the appropriate course of action.

Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the department head and the Human Resources Director.

- a) Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in section D below, the CITY may:

Impose a suspension without pay upon an employee when, in his/her judgment, such action will best serve the interests of the CITY. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.

- b) Suspension without Pay. Suspensions shall occur only after the notice procedures specified in section D.1 and shall be subject to appeal in accordance with section D.2.
- c) Demote a regular employee to a position in a lower class with an appropriate reduction in pay or a reduction in pay step, for reasons including, but not limited to, unsatisfactory performance.
- d) Dismiss for cause any regular employee.

**D. HEARINGS, APPEALS AND GRIEVANCES:** Only discipline involving suspension, demotion or dismissal is subject to an appeal as outlined below.

1. Pre-Discipline Meeting Procedures: Prior to undertaking the personnel actions set forth in Article XII, the department head or designee shall first provide the employee with a written specification of reasons for the proposed action and all documents relied on to support the action being taken. The statement shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a meeting with the department head. The employee may, accordingly, request a meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be in writing and must be delivered to the department head on or before five (5) working days after the employee's receipt of notice of intended action.

Upon receipt of the Request for Meeting, the department head shall notify the employee of the time and place for a meeting to be held not later than ten (10)



working days after receipt of the request therefore. The employee shall be entitled to be present at such meeting together with an attorney and/or designated representative. The meeting is to be conducted by the department head or designee and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. All decisions of the department head or designee shall be rendered within ten (10) working days after conclusion of the meeting, and shall be final unless timely appealed by the employee as provided in section D.2.

2. Appeals Procedures: Any regular employee subjected to any disciplinary action set forth herein (suspension, demotion or dismissal) may appeal any decision of the department head or designee by filing a written Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. The employee's appeal shall be heard by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of advisory mediators from a list provided by the State Mediation and Conciliation Service (SCMS) – Public Employment Relations Board (PERB).
  - a) Representation: The employee may be represented by his/her Association/Union representative, any other regular employee of the CITY, or his/her attorney.
  - b) Hearing: The hearing officer shall issue subpoenas to compel the attendance of witnesses, if he/she deems such to be necessary at the request of either party. The hearing may be recorded by a certified shorthand reporter.
  - c) Evidence: Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party first called him/her to testify, and to rebut the evidence against him/her.
3. Binding Arbitration: Permanent employees who receive a long-term suspension or are demoted or terminated may, after the hearing, appeal the discipline by submitting it to binding arbitration. Arbitration shall be conducted as follows: If the parties cannot mutually choose an arbitrator, the parties will request a list of five (5) arbitrators, preferably arbitrators with experience in police and fire discipline matters, from the State Mediation and Conciliation Service (SMCS) - Public Employment Relations Board (PERB). The parties will flip a coin. The winner shall choose the first name and so on until one name is left who shall be the arbitrator. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Limited discovery may be conducted in the arbitration proceeding as approved by the arbitrator. Unless the employee and the city stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by a neutral mediator. The parties shall split the cost of

all fees charged for such mediation and arbitration proceedings. The arbitrator's decision is final and binding.

**ARTICLE XI: GRIEVANCE PROCEDURE-NON-SKELLY**

- A. **PURPOSE:** A grievance is a complaint by an employee or the employee's organization that the employee has been adversely affected due to a misinterpretation or misapplication of this Memorandum of Understanding. Disciplinary actions are subject only to the provisions of Article XII, and are not subject to the procedures of this Article.
- B. **TIME LIMIT FOR PURSUING GRIEVANCES:** To ensure timely resolution of grievances, a grievance shall be pursued within 10 business days after the employee became aware of the grievance, or reasonably should have been aware of it. All other grievances shall be deemed untimely and may be rejected unless the city manager, in his/her sole discretion, determines that there is good cause for the late filing of a grievance.
- C. **GRIEVANCE PROCEDURE:** There are four steps to the grievance procedure:

**Step 1: Informal Discussion with Immediate Supervisor:** Employee(s) shall first take their grievance up informally with his/her immediate supervisor. If the grievance is not resolved by informal discussion, the employee(s) may formally submit, in writing, the grievance to his/her immediate supervisor. The employee(s) shall briefly describe the grievance and, when possible, a suggested solution. The immediate supervisor shall forward the grievance within two working days to the department head. If the immediate supervisor is the subject of the grievance, skip to Step 2.

**Step 2: Department Head:** The department head shall meet with the employee(s) within three working days after receiving the written grievance and shall deliver his/her answer in writing to the employee(s) within two working days thereafter. The employee(s) shall have the right to present the grievance to the department head with or without a representative.

**Step 3: Human Resources Director or Assistant City Manager:** If the grievance is not resolved in step 2, the employee(s) may submit it in writing to the Human Resources Director (or Assistant City Manager) within three working days after the department head's answer is received by the employee(s). The Human Resources Director (or Assistant City Manager) shall meet with the employee(s) within three working days after having received the written grievance and shall deliver his/her response to them in writing within three working days after such meeting.

**Step 4: City Manager:** If The grievance is not resolved in step 3, the employee(s) may submit it in writing to the City Manager within three working days after the decision of the Human Resources Manager/Assistant City Manager is received. The City Manager shall meet with the employee(s) within five working days after having received the grievance and shall deliver his or her response in writing within five working days after such meeting, or subsequent meeting(s), if any. The decision of the City Manager shall be binding and conclusive on all parties.

## ARTICLE XII: NEGOTIATING

For purposes of renegotiating the Agreement, either party may submit a written request to the other party to renegotiate this Agreement **no earlier than July 1 and no later than September 30** prior to the scheduled date of expiration of the Agreement. **No later than the last day of September**, both parties shall meet and exchange their respective written proposals. Any terms of the Agreement that are not addressed or changed in either of the initial, exchanged proposals of the parties, whether they are mandatory subjects of bargaining, shall be automatically deemed a part of the contract being negotiated by the parties consistent with the Employer-Employee Relations Resolution, unless the parties mutually agree otherwise.

The parties shall meet and confer in good faith in an endeavor to reach agreement prior to the adoption of the CITY's final budget for the ensuing fiscal year. As set forth in the Employer-Employee Relations Resolution, good faith shall consist of, among other things, the meeting of the parties at reasonable times and places, the exchange of information, the exchange of proposals and counter proposals; however, it shall not require the granting of a concession, nor the incorporation of permissive items into the final agreement. In the event that an agreement is reached, the parties shall reduce the matter to writing in the form of a Memorandum of Understanding, which shall not be binding, and shall submit the matter for consideration before the City Council during a public meeting.

## ARTICLE XIII: COMPLETE AGREEMENT CLAUSE

*This written Agreement is the complete Agreement negotiated between the parties. Nothing excluded from this Agreement is agreed to unless it is put in writing, signed by all parties and attached to the Agreement as an amendment hereto.*

## ARTICLE XIV: WAGE REOPENER

During the term of this Agreement, in the event that CITY determines that layoffs will be implemented during the term of this Agreement, both parties agree that upon written notice from CITY, this Agreement shall reopen on the subject of wages only, and the parties shall meet and confer over wages.

SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE MANAGEMENT UNIT

Effective January 1, 2020 through December 31, 2021

*For the CITY OF BEAUMONT*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*For the POLICE MANAGEMENT UNIT*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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