

**Side Letter of Agreement No. 1
between
City of Beaumont
and
Beaumont Police Management Unit**

The City of Beaumont (“City”) and the Beaumont Police Management Unit (“Unit”) have agreed to modify the Memorandum of Understanding adopted by the parties, effective June 1, 2018 through December 31, 2019 (“Agreement”), as follows:

1. Section B of Article V-Salary and Benefits of the Agreement shall be amended to add:

4. Effective August 24, 2018, the City agrees to provide an additional two-and-one half percent (2.5%) across the board raise to all Unit members covered by this Agreement.

2. Section H of Article V-Sick Leave of the Agreement shall be amended to add:

11. An employee may request payment of up to forty (40) hours banked sick pay, 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 hours in the sick hours bank. Requests for cash payment pursuant to this section shall 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.

3. Article X-Skelly Procedure and Article XI-Grievance Procedure-Non-Skelly of the Agreement shall be removed and replaced with the following:

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 X, 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 as permitted by law. 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 X, 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.

This Side Letter of Agreement No. 1 shall be effective immediately.

CITY OF BEAUMONT




Todd Parton
City Manager

10/2/18
Date


BEAUMONT POLICE MANAGEMENT UNIT



10/10/18
Date



10-10-18
Date



10/10/18
Date

Walt

10-12-18
Date