

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sexual orientation, medical condition, gender, color, sex, age, disability, national origin, ancestry, or any other protected classification recognized by the law.

### **1923. CAREER LADDERS**

The City and MEA endorse the concept of internal promotion through the concept of Career Ladder development.

The purpose of Career Ladders is to provide the on-the-job skills and knowledge to an employee to enable the employee to qualify for a promotional position.

The development of Career Ladder programs includes utilization of acting positions to help enhance development of advanced skills and establishment of Career Series with sequential positions that enable an employee to advance in the Career Series by increasing skill levels.

### **2024. MANAGEMENT RIGHTS**

#### **A. General Management Rights**

Except as limited by the specific and express terms of this Memorandum of Understanding, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the law and the Constitution of the State of California and/or the United States of America.

The management and the direction of the work force of the City are vested exclusively in the City, and nothing in the MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to hire, promote, demote, transfer, assign, schedule and retain employees in positions within the City; subject to the rules and regulations of the City; suspend or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means and appropriate job classifications, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

#### **B. Contracting Out**

##### **1. Bargaining Obligation and RFP's:**

The City may wish to contract out work which is currently performed by bargaining unit members.

If the City seeks a request for proposal (RFP) for work currently performed by bargaining unit members, the City agrees to provide a copy of the RFP to the President of the Association within five (5) calendar days of it being publicly disseminated. In addition, the City will provide the President of the Association with copies of any RFP submissions within one calendar week of the close of time for RFP proposals. If the City informs the Association that it wishes to contract out bargaining unit work, the Association agrees to begin the meet and confer process within 20 days after it receives the RFP submissions from the City.

2. Emergency Contracting Out Not Requiring Meet and Confer

An emergency permitting the City to contract out bargaining unit work without meeting and conferring with the Association can be declared only by the City Manager or if he/she is absent, the person authorized to act on his/her behalf. An emergency occurs when bargaining unit work cannot be provided by existing employees without endangering public health and/or the fiscal viability of the City. If work during a period of declared emergency can be provided by existing employees on an overtime basis in a manner that doesn't endanger public health or the fiscal viability of the City, it shall be performed by such existing employees on an overtime basis. An emergency can also be declared when due to a sudden, unexpected event that is beyond the City's control the short-term workload of bargaining unit work cannot be performed by existing employees. In such event an emergency can be called, but is limited to a period of 120 days.

### **215. MEDICAL DISABILITY SEPARATION**

In the event an employee who has passed probation, is physically/mentally incapacitated from performing his/her job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons.

The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Rules and Regulations section governing separation.

### **226. MEA RELATED BUSINESS**

#### **A. Stewards Program**

MEA may select a total of twelve (12) stewards for this Unit. At least one steward will come from Parks and Recreation and one from Administration provided there are volunteers from those divisions. MEA shall provide a written list of employees who have been selected as stewards to the Assistant Director of Administrative Services/Human Resources. This list shall be kept current at all times by MEA and submitted to the Assistant Director of Administrative Services/Human Resources at least every six (6) months. Stewards are permitted to assist employees in matters regarding employer/employee relations.

When leaving their work locations to transact MEA related business, stewards shall first obtain permission from their immediate supervisor and inform them of the general nature of the business. Permission to leave shall be granted promptly unless such absence would cause undue

interruption of work. If such permission cannot be granted promptly the steward shall be, if possible, immediately informed when time may be made available.

MEA stewards shall complete a time use slip to document MEA activity time used as a part of the allocation set forth below. This slip shall be initiated by the steward using the time and the supervisor authorizing it and submitted to the Human Resources Division.

Upon entering a work location, the steward shall inform the appropriate supervisor of the nature of the business. Permission to leave the job shall be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward shall be immediately informed, if possible, when the employee may be made available.

A steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward even if they are working on MEA related business outside of their regularly work hours. An MEA member working on MEA business outside of work hours is not considered to be working for the City.

**B. Dues Deduction**

The City will deduct dues and assessments once each pay period, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the MEA President, from the pay of those employees who individually provide written authorization for dues and other such deductions. The City shall remit the deductions on a bi-weekly basis, when feasible. The total of all such deductions shall be remitted by the City to the MEA. This authorization shall remain in full force and effect until and so long as the MEA remains a formally recognized employee organization in the City.

**C. Bulletin Boards**

MEA may post no more than two (2) MEA documents at any one time on City bulletin boards, provided that such documents are not of a political or controversial nature, or anything reflecting adversely upon the City, its employees, or any labor organization representing any employees of the City as determined by the City Manager.

**D. Use of City Facilities**

Representatives of MEA may use City facilities for general membership meetings with City approval and prior clearance from the proper authority (i.e., an authority who can approve use of the particular facility). MEA may hold their Board of Stewards meetings during the noon hour in the Library facilities, subject to City approval and room availability.

**E. MEA Business and Training**

The City will grant five hundred (500) hours per contract year to MEA for the purpose of training and the conduct of union business. The 500 hours shall not include time spent in negotiations, processing grievances or representing members in disciplinary appeals. The time

shall be allocated by MEA among its officers and stewards as it believes appropriate. The Human Resources Division shall be notified of the use of this time.

MEA representatives utilizing this time shall notify their supervisors and shall endeavor to provide as much advance notice as possible.

## **237. GRIEVANCE PROCEDURE**

The City and MEA recognize that disputes related to this MOU will occur from time to time. It is both parties' intent and desire that any such disputes be resolved quickly and amicably. However, the parties recognize that occasionally disputes will need to be resolved by a neutral. It is for that reason that the parties agree to the following provisions of their grievance procedure.

- A. Definition of a Grievance: An allegation by an employee or the MEA that there has been a violation, misinterpretation or misapplication of the terms of this MOU or any past practice.
- B. Timeliness of a Grievance: ~~Beginning 60 days after Council approval of this MOU, all~~ A grievances must be filed within 60 days of the occurrence giving rise to the grievance or the time within which the grievant (either the employee or MEA) knew or should have known of the occurrence.
- C. Grievance Procedure: The parties acknowledge that a ~~multi-step~~ grievance procedure is beneficial to resolve MOU disputes.

~~Step 1 – If an employee is the grievant – Communication with Direct Supervisor: Whenever an employee believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, the employee shall inform the impacted employee(s)' direct supervisor of the alleged violation, misinterpretation or misapplication. The direct supervisor shall either promptly schedule a meeting with the grievant (the employee (who may be represented if he/she wishes)) to discuss the grievance or may respond in writing within seven (7) calendar days. If a meeting is scheduled, the immediate supervisor shall present his/her determination in writing within seven (7) calendar days of the meeting. The response will be sent by e-mail to the employee or designated MEA representative.~~

Step 1 – If MEA is the grievant – Communication with the Human Resources Division: Whenever MEA believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, MEA shall inform the Assistant Director of Administrative Services/Human Resources in writing of the alleged violation, misinterpretation or misapplication. The Assistant Director of Administrative Services/Human Resources shall either promptly schedule a meeting with the designated MEA representative to discuss the grievance or may respond in writing within seven (7) calendar days. If a meeting is scheduled, the Assistant Director of Administrative Services/Human Resources shall present his/her determination in writing within seven (7) calendar days of the meeting. The response will be sent by e-mail to the designated MEA representative.

Step ~~12~~ – If an employee is the grievant - Communication with Department Head or Designee: ~~If the employee is not satisfied with the results of Step 1 or if the direct supervisor does not respond within the time limits for a response, the employee may move the grievance to Step 2. To do so, t~~The employee must present, in writing, to the employee's department head (or the department head's designee if one is established) a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU. ~~This document must be presented within ten (10) calendar days of the date the first level response was e mailed to the employee or designated MEA representative or within ten (10) calendar days from the last date the response was due if no response is given.~~

The department head or designee shall either promptly schedule a meeting with the grievant (the employee (who may be represented if he/she wishes)) to discuss the grievance or may respond in writing within seven (7) calendar days. If a meeting is scheduled, the department head or designee shall present his/her determination in writing within seven (7) calendar days of the meeting. The response will be sent by e-mail to the employee or designated MEA representative.

Step ~~23~~ —~~If an employee is the grievant and Step 2 if MEA is the grievant~~—Advisory Arbitration: If the employee or MEA is not satisfied with the results of Step ~~12~~ ~~(for the employee)~~ or Step 1 (for MEA) or if the department head or designee or the Assistant Director of Administrative Services/Human Resources **or Department Head** does not respond within the time limits for a response, the employee or MEA may move the grievance to advisory arbitration. To do so, the employee or MEA must present, in writing, to the Assistant Director of Administrative Services/Human Resources a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU and requesting that the grievance be submitted advisory arbitration. This document must be presented within ten (10) calendar days of the date the Step 1 second level (for the employee) or first level (for MEA) response was e-mailed to the employee or MEA representative or within ten (10) calendar days from the last date the response was due if no response is given.

Once received, the Assistant Director of Administrative Services/Human Resources shall promptly send a letter to the grievant (either the employee or MEA) advising the grievant as to who the City's representative will be. The grievant shall then contact the City's representative for the purpose of determining whether the parties can agree on an arbitrator to hear the grievance. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Assistant Director of Administrative Services/Human Resources or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

During the hearing the formal rules of evidence do not apply. The cost of the arbitrator, a court reporter (if the parties agree on the use of a court reporter) shall be split between the City and the grievant. If the employee is pursuing a grievance without the support of the MEA, the employee shall be responsible for one-half of the costs of the arbitration.

Once the arbitrator issues his/her advisory recommendation, it will be submitted to the City Manager.

The arbitrator shall provide copies of his/her recommendation to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, MEA (or the employee is proceeding on his/her own) and the applicable Department Head may submit to the City Manager a brief statement, not exceeding 3 double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty (30) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Division. The Human Resources Division shall provide copies of the decision to the grievant and the applicable Department Head. If the City Manager fails to accept, reject or modify the arbitrator's opinion and award within thirty (35) calendar days of receipt by the City Manager, it shall be considered accepted.

The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statements (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

## **248. DISCIPLINE**

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes his/her probationary period, he/she shall only be subjected to discipline (defined as termination, demotion, suspension, reduction in pay, and written reprimand if the City can support its position by a preponderance of the evidence. Counseling memos and written warnings are not subject to this process. Although employees may be subject to such action, there is no right of appeal from such action. However, an employee may submit written comments thereon which shall be attached to the counseling (or other such document) in the employee's personnel file.

### **A. Pre-Action Due Process**

Prior to being subject to any discipline that results in the loss of pay an employee will first be served with a notice of intent to discipline by their supervisor, manager or department head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the

employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.

If the employee chooses to respond in writing, he/she must insure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, he/she must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline informing the representative that he/she wishes to have an oral response. The City representative will advise the employee when the meeting (known as a *Skelly* meeting) will take place.

At the *Skelly* meeting (assuming the employee wants to respond orally) the employee has the right to be represented. The *Skelly* meeting is not a hearing. It is an opportunity for the employee and/or his/her representative to respond to the notice of intent to discipline. The employee may be represented at the *Skelly* meeting by one on-duty MEA representative as well as by as well as an attorney if he/she chooses. Under no circumstances may the employee be represented by more than one MEA member at the *Skelly* meeting.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still discipline imposed which is covered by this procedure the City representative shall issue a Notice of Discipline. Like the notice of intent, the Notice of Discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The Notice of Discipline will also set forth the employee's appeal rights advising the employee that if he/she wishes to appeal the discipline, he/she must do so in writing by serving a Notice of Appeal to the Assistant Director of Administrative Services/Human Resources within seven (7) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

## **B. Disciplinary Appeals**

If an employee desires to appeal a disciplinary action, he/she (or the representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or his/her identified representative within ten (10) calendar days of receipt of the Notice of Appeal for the purpose of determining whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Assistant Director of Administrative Services/Human Resources or designee will send a letter to the State Mediation and Conciliation Service requesting a list of nine (9) arbitrators. Once the list is received the representatives of the parties shall strike names until an

arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

During the hearing the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator him/herself, and the court reporter shall be split between the City and the MEA unless MEA is not financially supporting the appeal by providing representation for the employee. Once the arbitrator issues his/her advisory recommendation he/she will submit it to the City Manager as well as both parties' representatives.

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, both parties' representatives may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty five (35) days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send his/her final written decision to the parties.

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the Department Head. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statement (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 which provides a 90-day statute of limitations.

## **259. PERSONNEL FILES**

The City shall maintain only one personnel file for each employee. The personnel file shall be located in the City's Human Resources Office.

Employees shall be entitled to review the content of their personnel file (with the exception of background investigation material or any other document received in the hiring process that the City does not wish to provide the employee access to) at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular hours of the Human Resources Office. No comments adverse to the interest of an employee, including but not limited to counseling, discipline, evaluation or performance documentation shall be placed in an employee's official personnel file without having first been shown to the employee, who shall be provided with a copy of said document upon request. An employee may prepare a written response to any such material and such response shall be filed with the original material.

## **2630. OFFICE SPACE**

The City will provide MEA with office space that is mutually agreeable to the parties at no cost. Office space shall not be moved for at least 24 months after it is provided except due to emergency (fire, no heat, water, a/c or sale of property) or other pressing City need.

### **2731. JOB DESCRIPTIONS**

The parties acknowledge that there is an occasional need to modify job descriptions or create new job descriptions for new or existing jobs to reflect current duties and changing ways of doing business. To that end, the City shall provide MEA with copies of changes it is proposing to job descriptions at least 12 calendar days in advance of actually changing the job description or implementing a new job description. Within that 12 day period MEA will have the right to 1) provide input in writing regarding the City's proposed changes in a document which it will provide to the City within twelve (12) calendar days of receiving the proposed job description from the City; and/or 2) request that the City meet and confer over the title of the classifications (if it is changing or is new) as well as the compensation, hours and other terms and conditions of employment.

If the Association does request to meet and confer over title, compensation and other terms and conditions of employment it shall make itself reasonably available to do so. The parties will strive to meet within seven (7) calendar days. If MEA does not make itself reasonably available to meet or does not wish to meet, the City will implement its proposed changes to the job description.

The City values the need and desire for all employees to be aware of new job openings and to have the ability to apply for those positions. The City agrees to notify MEA when openings occur.

### **2832. SAVINGS CLAUSE**

If any benefit or provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining benefits or provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the City and MEA shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

### **2933. BENEFIT PAYOFFS UPON SEPARATION FROM CITY SERVICE**

#### **A. Vacation Pay-Off**

Employees who separate from City service shall be paid for accumulated vacation.

#### **B. Sick Leave Pay-Off**

All accumulated sick leave at the date of separation from City service shall be the basis for determining the amount to be paid to each employee who qualifies to receive sick leave pay-off.

Only employees who have ten (10) or more continuous years of City service shall be eligible for sick leave pay-off upon separation from employment with the City. Employees with less than ten (10) years of continuous service shall not be eligible to receive any pay-off for unused sick leave.

The rate of Sick Leave pay-off shall be calculated as follows: Three percent (3%) of accumulated sick leave per full year of service. Sick leave shall be calculated at the base rate of pay received by the employee at the time of his/her separation.

Each employee eligible to receive sick leave pay-off shall receive said pay at the time of separation.

**C. Pay for Employees Subject to Layoff**

In addition to the layoff provision of the Personnel Rules, any employee who is laid off shall receive severance pay of one day of their current salary, for each full year of service with the City, up to a maximum of ten (10) days of salary.

**304. ADMINISTRATIVE CODE & PERSONNEL RULES AND REGULATIONS**

~~The parties agree that if the City wishes to modify any provision of the Administrative Code and/or Personnel Rules and Regulations which is within the scope of bargaining, MEA agrees to promptly come to the table to meet and confer over proposed changes. The City has informed the MEA that it intends on proposing changes to the Administrative Code and Personnel Rules in early to mid 2010. To the extent such changes are negotiable, the parties agree to come to the collective bargaining table after the City provides the MEA with its proposed changes. The parties agree that the City may not reopen on the proposed changes to the Administrative Code and Personnel Rules (that are within the scope of bargaining) prior to six (6) months from the date of City Council approval of this Agreement. In addition, the parties agree that if they go to impasse regarding such changes, they will go to mediation after the City Manager impasse meeting and prior to the City Council impasse meeting as set forth in the City's Employer-Employee Relations Resolution.~~

This MOU is prepared pursuant to the requirements of Government Code section 3505.1 for presentation to the City Council for its approval.

This Memorandum is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

City of Beverly Hills \_\_\_\_\_ Municipal Employees  
Representatives \_\_\_\_\_ Association of Beverly  
Hills (MEA)

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**FOR THE MUNICIPAL EMPLOYEES ASSOCIATION OF BEVERLY HILLS**

\_\_\_\_\_  
Greg Gomez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kurt Zabriskie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Carney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Venneri Santos

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Wexler

\_\_\_\_\_  
Date

**FOR THE CITY OF BEVERLY HILLS**

\_\_\_\_\_  
Sandra Olivencia-Curtis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelley Ovrom

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Brown

\_\_\_\_\_  
Date

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(MEA)**

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Exhibit A – List of Classifications Represented by the Association

Account Clerk I	Electrician	Records/Micro Computer
Account Clerk II	<del>Electrical Communication</del>	Imaging Tech
<u>Accountant I</u>	<del>Systems Supervisor</del>	Recreation Coordinator
Accountant II	Electrical Technician	<del>Recreation Supervisor</del>
Accounting Technician	Engineering Aide	Reprographics Assistant
Administrative Clerk I	Engineering Permit	<del>Reprographics Supervisor</del>
Administrative Clerk II	Coordinator	Revenue Collector
Assistant Planner	Environmental Maintenance	Secretary
Building & Safety Inspector I	Worker	Senior Building Inspector
Building & Safety Inspector	Environmental Programs	Senior Code Enforcement
II	Inspector	Officer
Building Maintenance	Equipment Mechanic 1	Senior Customer Service
Attendant	Equipment Mechanic II	Representative
Building Maintenance	Field Services Representative	Senior Drainage System
Mechanic	<del>Field Supervisor</del>	Worker
Cable TV/Video Production	<del>General Park Maintenance</del>	Senior Facilities Maintenance
Coordinator	<del>Supervisor</del>	Mechanic
Cable TV/Video Associate II	General Repairworker	Senior Graphic Artist
Cable TV Program	Gerontologist	Senior Library Clerk
Operations Specialist	Graphic Artist	Senior Library Page
Cataloging Specialist	Graphic Services Worker	Senior Library Technician
Central Stores Specialist	Irrigation Specialist	Senior Operations Analyst
Central Storeroom Supervisor	Lead Park Ranger	Senior Park Ranger
<u>Civil Engineering GIS</u>	Librarian I	Senior Park Services Worker
<u>Specialist</u>	Librarian II	Senior Parking Attendant
Code Enforcement Officer	Library Clerk I	Senior Parking Meter
Communications &	Library Clerk I/Driver	Technician
Marketing Assistant	Library Clerk II	<u>Senior Parking Services</u>
<u>Communications Specialist-</u>	Library Page II	<u>Technician</u>
<u>IT</u>	Library Technician	<del>Senior Recreation Supervisor</del>
Communications Systems	<del>Maintenance Supervisor</del>	Senior Support Specialist
Technician	<del>Market Manager</del>	Senior Street Sweeper
Contract Administrative	Microcomputer Support	Operator
Assistant	Specialist II	Senior Water System Worker
Cultural Programs Assistant	<del>Park Services Supervisor</del>	Solid Waste Equipment
Customer Service	Park Services Worker	Operator
Representative	Parking Coordinator	Solid Waste Inspector
Customer Services Specialist	<u>Parking Services Technician</u>	<del>Solid Waste &amp; Stormwater</del>
<del>Customer Services</del>	<del>Parking Meter Supervisor</del>	<del>Operations Supervisor</del>
<del>Supervisor</del>	<del>Parking Meter Technician</del>	Special Events Coordinator
<u>Development Services</u>	<del>Parking Supervisor</del>	<del>Street Maintenance</del>
<u>Technician I</u>	Planning Technician	<del>Supervisor</del>
<u>Development Services</u>	Programmer Analyst I	Street Maintenance Worker I
<u>Technician II</u>	Programmer Analyst II	Street Maintenance Worker II
<u>Drainage Maintenance</u>	Project Staff Assistant	Street Maintenance Worker
<u>Worker I</u>	Public Records Coordinator	III
Drainage Maintenance	Public Works Inspector I	Street Sweeper Operator
Worker II	Public Works Inspector II	<del>Supervising Public Works</del>
<del>Drainage System Supervisor</del>	Purchasing Specialist	<del>Inspector</del>

Telecommunications Analyst  
Traffic Control System  
Specialist  
Traffic Sign and Paint Tech  
Traffic Signal Technician  
Traffic Technician  
Transportation Planning  
Analyst

Urban Forest Inspector  
~~Urban Forest Supervisor~~  
Water Conservation  
Specialist  
~~Water System Production  
Supervisor~~  
Water System Inspector

~~Water System Operations  
Supervisor~~  
Water System Technician  
Water System Worker I  
Water System Worker II  
Water System Worker III  
Web Coordinator  
Web Developer

**Exhibit B - Definitions of “New Member” and “Classic Member” Per the Public Employees’ Pension Reform Act of 2013 – PEPRA.**

The parties acknowledge that the PEPRA controls over definitions such as “new member” and “classic member” and put their understanding of the definitions in their MOU for informational purposes so that employees understand their retirement benefits.

**New Member**

Government Code section 7522.04(f) defines “new member” as follows:

(f) "New member" means any of the following:

(1) 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.

(2) 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 under subdivision (c) of Section 7522.02.

(3) 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.

**Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member