

COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING
EL SEGUNDO POLICE
MANAGERS' ASSOCIATION

October 1, 2013 – September 30, 2023

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MEMORANDUM OF UNDERSTANDING
between the
EL SEGUNDO POLICE MANAGERS' ASSOCIATION,
and
THE CITY OF EL SEGUNDO, CALIFORNIA

ARTICLE 1 GENERAL PROVISIONS

Section 1.01 Preamble

This Memorandum of Understanding (MOU) is entered into with reference to the following:

- A. The El Segundo Police Managers' Association (hereinafter referred to as the "Association") is the exclusively recognized employee organization for all personnel employed by the City of El Segundo (hereinafter referred to as "City") in the unit of representation including the following classifications and positions (hereinafter referred to as "affected employees"): Police Lieutenant and Police Captain. During the life of this agreement, such exclusive recognition may only be modified pursuant to the provisions of City Resolution No. 3208.
- B. In the interest of maintaining harmonious relations between the City and the affected employees, authorized representatives of the City Council of City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and the terms and conditions of employment of affected employees within the lawful scope of representation of Association pursuant to California Government Code Sections 3500 et. seq. and City Resolution Number 3208.
- C. The authorized representatives of the City Council of City and the Association have reached a mutual agreement as to certain wages, hours and other terms and conditions of employment of the affected employees, this memorandum of which shall be submitted to the City Council of City for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This MOU is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.
- D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective upon adoption of the MOU by the City Council.

Section 1.02 Management Rights

- A. Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.
- B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing right of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out.

Section 1.03 Savings Clause

If any provision or the application of any provision of this MOU shall be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Section 1.04 No-Strike Clause

- A. The El Segundo Police Managers' Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike or engage in any work stoppage or slowdown, engage in any concerted failure to report for duty, or fail to perform their duties in whole or in part for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.
- B. The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in performance of their normal and customary duties, nor will the aforementioned employee organization attempt to influence, either directly or indirectly, other employees to honor an existing picket line in the performance of their normal and customary duties as employees.
- C. It is understood that any affected employee violating this provision may be subject to discipline up to and including termination by the City.
- D. It is understood that in the event this provision is violated the City may be entitled to withdraw any rights, privileges or services provided for in this MOU or in City policy from any affected employee and/or the Association.

Section 1.05 Association Dues Deduction

The City agrees to:

- A. Provide official dues deductions for all affected employees who subscribe to Association membership;
- B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs.
- C. During the term of this Agreement, the parties agree to re-open this section to discuss compliance with Janus and SB866.

Section 1.06 Compaction – Statement of Intent

The City strives to compensate affected employees at a reasonable level above the classification they supervise. Additionally, the City strives to compensate captains at a reasonable level above lieutenants. Typically a difference of five percent (5%) is targeted, with the specific percentage determined by internal and external comparability data, City finances, and other labor relations factors and consideration.

Section 1.07 Completion of Meeting and Negotiating

- a) This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this MOU, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this MOU.
- B. The wages, hours, benefits and other terms and conditions of employment covered by this

MOU, including those wages, hours, benefits and other terms and conditions of employment in existence and spelled out by the City's Personnel Rules, Administrative Code and other Ordinances and Resolutions approved by the City Council prior to this MOU, although not specifically referred to by this MOU, shall constitute the wages, hours, benefits and other terms and conditions of employment for the term of this MOU.

- C. Disagreements involving the interpretation and application of this section will be resolved by accessing the Association's Grievance Policy at Level IV (City Manager).

Section 1.08 Non-Discrimination

- A. The Association and the City recognize and agree to protect the rights of all affected employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.
- B. The Association and the City agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The Association and the City shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.

ARTICLE 2 SALARY

Section 2.01 Cost of Living Adjustment

- 1. Employees shall receive the following salary adjustments:

First pay period following adoption of this Agreement	3%
Pay period that includes October 1, 2020	3%
Pay period that includes October 1, 2021	3%
Pay period that includes October 1, 2022	3%

These salary adjustments are to take effect simultaneously with the CalPERS payment pickup identified in Article 22.

Section 2.02 Regular Rate of Pay Defined

- A. The "regular rate of pay" is the hourly rate which includes all remunerations paid to or on behalf of the employee (including Educational Incentive Pay and the City paid CalPERS Employer Paid Member Contribution) except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. Use of the term "regular rate of pay" is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.
- B. Affected employees shall be paid their regular rate of pay for the following:
 - 1. Overtime.
 - 2. Holiday Pay.

3. Earned Compensatory Time Sell Back.
4. Physical Fitness Incentive Program Pay.
5. Accrued and unused vacation upon separation of employment or death

Section 2.03 Salary Schedule Calculation Methodology

An affected employees' regular rate of pay is calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

Section 2.04 Step Advancement – Accelerated

The Police Chief may recommend to the Director of Human Resources for approval by the City Manager that an affected employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee's anniversary date.

Section 2.05 Notice Requirement to Withhold Step Increase

The City shall have the option during or after the term of this MOU to provide affected employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of the pay period which begins after the affected employee's anniversary date.

Section 2.06 Retention Bonuses

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand Seven Hundred Fifty Dollars (\$3,750) to each "Classic" member of the Association covered by this Memorandum of Understanding who is actively employed by the City on December 7, 2019. The payment shall be made in the pay period that includes December 7, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand Seven Hundred Fifty Dollars (\$3,750) to each "Classic" member of the Association covered by this Memorandum of Understanding who was employed by the City on December 7, 2021, and is actively employed by the City on December 7, 2021. The payment shall be made in the pay period that includes December 7, 2021. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

ARTICLE 3 EDUCATIONAL INCENTIVE PAY

Section 3.01 Educational Incentive Pay

A. Effective July 1, 2008, affected employees holding a Master's Degree shall be eligible for educational incentive compensation to be paid per pay period as follows:

1. Police Lieutenants: \$398.97

2. Police Captains: \$451.40

- B. The parties are of the opinion that Educational Incentive Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all affected employees.

Section 4.02 Undergraduate Studies (*Studies undertaken in pursuit of an Associate's or a Bachelor's degree*)

- A. The City shall reimburse each affected employee pursuing undergraduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California or California State University, whichever is higher.
- B. Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail," evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.03 Post-Graduate Studies (*Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor's*).

- A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University.
- B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies.
- C. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail," evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.04 Certification Requirement for Educational Compensation

Affected employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

Educational Reimbursements – "I certify that I successfully completed the course(s), receiving at least a grade of "C" of better, or a grade of "pass," if the course was offered on a pass/fail basis. (Attach a copy of grade verification). "Further, I agree to refund the City or have deducted from my final paycheck, any educational reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

<u>Employee Separation</u>	<u>Percentage Payback</u>
1 month after course completion	100% refund
2 months after course completion	100% refund
3 months after course completion	90% refund
4 months after course completion	80% refund
5 months after course completion	70% refund
6 months after course completion	60% refund
7 months after course completion	50% refund
8 months after course completion	40% refund
9 months after course completion	30% refund
10 months after course completion	20% refund
11 months after course completion	10% refund
12 months after course completion	0% refund

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

In all cases where an affected employee is promoted to a classification regulated by this MOU for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (exclusive of longevity pay, educational incentive pay, special assignment, or any other form of compensation). In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate's base salary, the supervisor shall be granted a higher base salary (exclusive of longevity pay, educational incentive pay, special assignment or any other form of compensation) even if the supervisor's new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, the supervisor's salary shall not exceed the salary range for which he/she is eligible by length of service and performance.

~~ARTICLE 6 NO SMOKING CLAUSE~~

~~Section 6.01 Establishment~~

~~Affected employees initially hired on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.~~

This clause is deleted with City Council adoption, and made effective with this MOU. Item is retained for historical purposes only, through next MOU.

ARTICLE 7 OVERTIME COMPENSATION

Section 7.01 Pay for Shift Schedule

Police Lieutenants shall be paid time and one-half of their regular rate of pay for time worked on a shift basis in excess of their regular work shift, in any one day or more than forty hours per week, excluding hours worked involving hold-over for non-shift work, or work due to staff meetings or training.

ARTICLE 8 PHYSICAL FITNESS INCENTIVE PROGRAM

Section 8.01 Purpose

It is the purpose of the El Segundo Police Department Physical Fitness Incentive Program to improve the level of physical fitness and health among sworn police personnel so that their field performance will be enhanced and also to improve their overall degree of wellness as an enrichment to their personal lives as well as a productivity benefit to the City.

Section 8.02 Department Policy

It will be the policy of the Police Department to work with employees individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved.

Section 8.03 Program Components

The Physical Fitness Incentive Program will consist of two basic components; they are a fitness examination and a fitness assessment.

A. Fitness Examination:

An annual fitness examination is a mandatory component of the Physical Fitness Incentive Program. The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, the lower digestive tract, and a strength assessment. It will also include a complete medical history review with a physician and a subsequent review of the findings as well as an exercise/nutritional prescription.

B. Fitness Assessment:

1. The fitness assessment is a voluntary component of the Physical Fitness Incentive Program and will be administered by a department fitness coordinator and fitness committee.
2. The fitness assessment will be a test to measure components of physical fitness which are:
 - a. Cardio-vascular
 - b. Strength
 - c. Body composition
 - d. Flexibility
3. The fitness assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and include sliding scales based on age and sex.
4. A profile will be developed following the fitness assessment which will categorize participants into levels of fitness.

Section 8.04 Physical Fitness Incentive Program Pay

- A. Affected employees will receive their regular rate of pay for meeting the following physical fitness standards:

Fitness Level

Pay per Quarter
(3 Calendar Months)

Excellent

16 hours of pay

Good
Fair

8 hours of pay
4 hours of pay

- b) The parties are of the opinion that Physical Fitness Incentive Program Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

Section 8.05 Payment of Physical Fitness Incentive Program Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Physical Fitness Incentive Program Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such physical fitness incentive program pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

ARTICLE 9 COMPREHENSIVE MEDICAL EXAMINATION

Section 9.01 Annual Comprehensive Medical Examination

Affected employees are provided a fully-paid, comprehensive medical examination each year. The City currently utilizes the Westchester Medical Group/Center for Heart and Health for the examinations. The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Section 9.02 Heart Scan

Effective July 1, 2008, each affected employee shall be eligible to receive a heart scan to be conducted once every two (2) years at City expense. Eligibility for the heart scan shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee's annual medical examination. The physician shall determine whether or not undertaking a heart scan is reasonable and appropriate.

ARTICLE 10 EXECUTIVE LEAVE

Section 10.01 Entitlement

- A. Affected employees shall be granted fifty-six (56) hours executive leave per calendar year.
- B. Twenty-eight (28) hours of executive leave hours may be carried over and accumulated from year to year; not to exceed a cap of eighty-four (84) hours.
- C. Such hours are not eligible for pay out upon retirement or separation of employment.

ARTICLE 11 MARKSMANSHIP PAY

Section 11.01 Marksmanship Pay

- A. Affected employees will receive their regular rate of pay for meeting the following firearms standards:

<u>Class</u>	<u>Pay for Proficiency per Quarter (3 Calendar Months)</u>
Distinguished Expert	8 hours of pay
Expert	6 hours of pay

Sharpshooter
Marksman

4 hours of pay
0 hours of pay

- B. The parties are of the opinion that Marksmanship Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its' validity.

Section 11.02 Payment of Marksmanship Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Marksmanship Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such marksmanship pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

ARTICLE 12 COMPENSATORY TIME

Section 12.01 Maximum Accrual

A bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours.

Section 12.02 Payment of Compensatory Time – Death of Employee

In the event of an affected employee's death, earned, but not yet used Compensatory Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such compensatory time based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

ARTICLE 13 HOLIDAY LEAVE

Section 13.01 Holiday Pay

- A. Captains and Lieutenants shall be paid for one hundred-twenty (120) hours in lieu of holidays. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid the holiday pay at the employee's regular rate of pay. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay and holiday pay in November, but no later than December 10.
- B. In the event of the death of an affected employee or upon separation from service, affected employees shall be paid holiday pay on a pro-rata basis. Additionally, affected employees serving less than one (1) year shall be paid holiday pay on a pro-rata basis.
- C. Upon request of an employee and with department head approval, time off may be taken in lieu of holiday pay.

ARTICLE 14 SICK LEAVE

Section 14.01 Sick Leave – Leave with Pay Due to Illness – Accumulation of Same

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the

State of California. Affected employees shall accumulate sick leave at the rate of one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Hours worked in addition to a regular work week shall not entitle an employee to additional sick leave accumulation. Sick leave taken by an employee shall be deducted from his or her accumulated credit.

Section 14.02 Sick Leave Accumulated for Physical Examination

The City will allow up to two (2) days of accumulated sick leave each year to be used for purposes of physical examinations, subject to submission of a doctor's verification.

Section 14.03 Sick Leave – Payment of Seventy-Five Percent (75%) of Accrual

Effective the first day of December of each year, affected employees who maintain a balance of 1056 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve-month period. Payment shall be paid at the affected employee's base rate of pay and be paid on or before December 10.

Section 14.04 Sick Leave Accrued – Payment on Separation Prior to December 1

Affected employees who separate employment prior to the first day of December while maintaining a balance of more than 1056 hours of sick leave shall be paid for seventy-five percent (75%) of their unused accrued sick leave accumulated since the preceding December 1. Payment shall be paid at the affected employee's base rate of pay.

Section 14.05 Payment of Sick Leave Accrual – Disability Retirement

Upon separation from service because of a disability retirement, affected employees with five (5) years of City service will be compensated for one-hundred percent (100 %) of the affected employee's accumulated unused sick leave at the affected employee's base rate of pay at separation.

Section 14.06 Payment of Sick Leave Accrual – After 20 Years of City Service

Upon separation from service, affected employees with twenty (20) years of City service will be compensated for one-hundred percent (100 %) of the employee's accumulated, unused sick leave at the affected employee's regular rate of pay at separation.

Section 14.07 Payment of Sick Leave Accrual – On Separation from The City of El Segundo

An affected employees who has been employed by the City for five (5) or more years who separates from the City with unused sick leave to their credit, will be compensated in an amount equal to one-half (1/2) the value of such sick leave based upon the affected employee's base rate of pay at the time of separation.

Section 14.08 Payment of Sick Leave Accrual – Death of Employee

In the event an affected employee who has been employed by the City for five (5) years or more in a full-time position, dies with unused sick leave to his or her credit, an amount equal to one-hundred percent (100%) of the value of such sick leave based upon the affected employee's base rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

Section 14.09 Sick Leave Accumulated for Care of Immediate Family

The City shall allow up to twelve (12) days of accumulated sick leave each calendar year to be use for purposes of medical emergencies, doctor visits and homecare of members of the immediate family. Usage would also be permitted under the following instances:

1. The birth of a child of an employee, and to care for a newborn.
2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee.
3. To care for a member of the immediate family who has a serious health condition.

For the purpose of this section, "immediate family" shall mean the children, parents, grandparents, and siblings of the affected employee, the affected employee's spouse or significant other.

All applicable sections of City Personnel Rules relative to the documentation and verification of sick leave usage remain in full force and effect.

ARTICLE 15 VACATION LEAVE

Section 15.01 Vacation Time Use

Affected employees shall accrue vacation time on a monthly basis. Vacation leaves may be taken only after an affected employee has completed six (6) months of continuous service with the City.

Section 15.02 Accrual Schedule – For Employees Hired On or After July 1, 1994

Vacation for employees hired on or after July 1, 1994, shall be accrued pursuant to the following schedule:

- A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.
- B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.
- C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.
- D. From commencement of the 16th year of service through and including of the 16th year of service – 176 hours per year.
- E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th years – an additional 8 hours per years of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter – 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours. . . 25 years and each year thereafter – 256 hours).
- F. Current ESPMA members will continue to earn 230 hours annually until they reach the 25 years of service and begin to earn the maximum accrual of 256 hours annually.

Section 15.03 Accrual Schedule – For Employees Hired Before July 1, 1994

Vacation for employees before July 1, 1994, shall be accrued pursuant to the following schedule:

- A. For the first seven years of continuous service with the City – 96 hours per year.
- B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.
- C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.
- D. From commence of the 17th years of service and for all years of service thereafter up to and including the 25th year - increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will

increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours).

Section 15.04 Vacation Accrual Based on Total Service Time in a PERS or Comparable Agency

Affected employees who have successfully completed their initial probationary period and/or achieved E step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a PERS or comparable agency.

Section 15.05 Vacation Time Accrual – Payment in Lieu Of

Affected employees who have completed one (1) year of service may receive payment in lieu of accrued vacation time, at base rate of pay, up to a maximum of one hundred percent (100%) the annual accrual to which they are entitled by length of service.

Section 15.06 Vacation Time Accrual – For Temporary Industrial Disability

Employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

Section 15.07 Payment of Vacation Time – Death of Employee

In the event of an affected employee's separation from employment or death, earned, but not yet used Vacation Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such vacation time based upon the affected employee's regular rate of pay at the time of death or separation from employment. In case of employee's death, such amount shall be distributed to the affected employee's beneficiary.

ARTICLE 16 BEREAVEMENT LEAVE

Section 16.01 Bereavement Leave with Pay

- A. Affected employees shall be entitled to twenty-four (24) hours of bereavement leave upon the death of an immediate family member with pay per incident which shall increase to forty (40) hours per incident in those circumstances where one-way travel to a funeral or other memorial service is five hundred (500) or more miles measured from El Segundo City Hall.
- B. For the purpose of this section, immediate family shall include the children, parents, grandparents, and siblings of the affected employee, the affected employee's spouse or significant other.

ARTICLE 17 JURY DUTY

Section 17.01 Provisions

Employees shall be entitled to a leave of absence for Jury Duty, subject to compliance with all of the following conditions:

1. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than fourteen (14) days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
2. During the first two (2) weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

3. For any portion of Jury Duty that extends beyond the first two (2) weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two (2) or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two (2) weeks, that the employee asked to be excused because of this hardship, and the request was denied.
4. Any compensation for the first two (2) weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
5. While on Jury Duty, the employee must report to work during any portion of a day that the employee is relieved of Jury Duty for three (3) or more consecutive hours.
6. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 18 EXCEPTIONAL LEAVE

Section 18.01 Provision

The Exceptional Leave Program provides the City Manager discretion to award up to four (4) days per calendar year in recognition for extraordinary service of members of the Association, especially where sizable amounts of time are expended outside of normal business hours and beyond the normal requirements of the job. Awarded days may be used for time off or if unused, may be cashed in at the end of the calendar year.

ARTICLE 19 PERSONAL EMERGENCY LEAVE

Section 19.01 Personal Emergencies – Use of Eligible Leaves

For affected employee’s personal emergencies, that is, a serious illness of an immediate family member of the affected employee or the employee’s spouse and for cases of extreme and unusual hardship or an emergency nature, affected employees, upon request, shall be entitled to utilize accumulated vacation leave, compensatory time-off, or personal leave day/floating holiday, for which prior notification is required; however, in certain instances, notification requirements may be waived.

For the purpose of this section, immediate family shall include the children, parents, grandparents, and siblings of the affected employee, the affected employee’s spouse or significant other.

ARTICLE 20 HEALTH BENEFITS

Section 20.01 Medical Contract

The City contracts with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

Section 20.02 City Medical Contribution

Effective for the medical premium in January 2020, the maximum medical contributions by the City is \$1,575 per employee per month. Effective January 2021, the maximum monthly contribution shall increase to \$1,650.

Should the City and POA reach agreement to increase the maximum monthly contribution during the period covered by this MOU, PMA members will receive the same increase.

Section 20.03 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for affected employees and eligible dependents.

- A. Selection of the vision insurance plan carrier shall be made by the City. .
- B. The City reserves the right to determine the dental insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with affected employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.
- C. The City shall make available any city-wide improvements to the dental benefit, to the Association.
- D. The City will provide affected employees with \$50,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage. Additional insurance coverage for the affected employee (up to \$100,000 maximum coverage) and for family members may be purchased at group rates, to the extent authorized by the carrier.

Section 20.04 Employee Assistance Program (EAP)

The City will make available to affected employees an Employee Assistance Program which provides confidential assistance, referrals and counseling to affected employees and members of the affected employee's immediately family. The program is designed to provide professional assistance and support to help affected employees and their families resolve problems and issues that affect their personal lives or job performance.

Section 20.05 Medical Insurance Continuation – On Duty Death

- A. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an affected employee has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased affected employee until age 18. Said medical premium payments on behalf of the children of a deceased affected employee shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.
- B. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased affected employee was receiving at the time of his/her death. For example, if at the time of death, the affected employee was enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.
- C. City funded premiums shall be subject to the monthly limitation in ARTICLE 20.02.

ARTICLE 21 UNIFORMS AND SAFETY EQUIPMENT

Section 21.01 Provision of Uniforms and Safety Equipment

The City shall provide required uniforms and safety equipment to affected employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

Section 21.02 Uniform Allowance

- A. Patrol lieutenants shall receive \$53 per month of active duty. Non-patrol lieutenants and captains shall receive \$40 per month of active duty.
- B. The parties are of the opinion that Uniform Allowance qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

ARTICLE 22 RETIREMENT BENEFITS

Section 22.01 PERS Retirement Formula

- A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.
- B. Tier II - The City shall amend its contract with the Public Employees' Retirement System to implement the 3%@55 retirement formula, in accordance with Government Code Section 21363.1, for unit employees hired on or after the effective date of the PERS contract amendment.
- C. Effective January 1, 2013, new safety employees and/or members as defined by AB340, will be subject to the 2.7% @ 57 retirement formula as well as all other statutory requirements established by AB340.

Section 22.02 PERS Payment Pick Up

- A. Employees who are "classic" members as defined by the California Pension Reform Act of 2013 shall pay their twelve percent (12%) employee contribution to CalPERS effective on the following schedule:

	3%	First pay period following Council adoption
Additional	3%	Pay period that includes October 1, 2020
Additional	3%	Pay period that includes October 1, 2021
Addition	3%	Pay period that includes October 1, 2022
Total of:	12%	

- B. The City shall continue to pay and report the value of Employer-Paid Member Contributions (EPMC) "as compensation earnable" for "Classic" members as follows:

9%	First pay period following Council adoption
6%	Pay period that includes October 1, 2020
3%	Pay period that includes October 1, 2021

0% Pay period that includes October 1, 2022

These contributions are to take effect simultaneously with the salary increases identified in Section 2.01. These deductions shall be pre-tax.*

Section 22.03 Optional PERS Contract Provisions

- A. The City shall provide "Level 4" 1959 Survivors Benefits.
- B. The City shall provide the Single Highest Year formula for "Classic" members.
- C. The City shall provide the Military Service credit as public service option.
- D. The City shall provide the Pre-Retirement Option 2W Death Benefit.

Section 22.04 Minimum Service with City of El Segundo to Receive Retirement Benefits

Employees who retire must have earned service credit with CalPERS for a minimum of five (5) years to receive the following benefits: the option to participate in the City's group insurance programs and the right to receive a contribution toward medical insurance as set forth in Section 22.05.

Section 22.05 Retiree Health Insurance Contribution Program

Effective January 1, 2020, the City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital Care Program. The program will provide for the following maximum contribution: Average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to active employees under PEMHCA and no greater than the maximum City contribution made on behalf of active employees.

ARTICLE 23 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 23.01 Direct Deposit

It is agreed between the City and the Association that it is in the mutual interest of the City and its employees that all affected employees utilize the currently available direct deposit system. Affected employees who do not desire to utilize direct deposit shall make their wishes known in writing to the Director of Human Resources, together with a statement of their reasons therefore. Exceptions to this direct deposit policy shall not be unreasonably denied.

Section 23.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code. Each employee of the Association is eligible to participate in this voluntary program. The flexible spending account allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.

ARTICLE 24 COMPUTER LOAN PROGRAM

Section 24.01 Initial Loan

~~Affected employees may apply for up to a \$4,000 interest free loan to purchase personal computer hardware and software. Loans are repaid through payroll deductions over a three (3) year period. Outstanding loan balances must be fully paid off at the time an employee separates from the City.~~

Effective November 6, 2019 the Computer Loan Program is eliminated. This section is retained for historical purposes, and to allow employees to complete repayment of any outstanding loan obligations.

ARTICLE 25 DEFERRED COMPENSATION

Section 25.01 Deferred Compensation Plan (457)

A deferred compensation plan has been established as a benefit to affected employees. Each affected employee is eligible to participate in the plan.

Section 25.02 Deferred Compensation Plan (401a)

The City will pay an amount equal to the affected employee's contribution to deferred compensation up to a maximum of one percent (1%) of the affected employee's base pay, for all Association employees participating in City approved deferred compensation plans. Effective October 1, 2011, the 401(a) 1% match for members of this unit shall be eliminated.

Section 25.03 Deferred Compensation "Catch Up" Provision

Affected employees with twenty (20) or more years of City service who have reached the age of forty-seven (47) or older can cash out one-third (1/3) of all accrued leave at their base rate of pay, up to the deferred compensation maximum "catch up" permitted by law, during the affected employee's last three years of employment. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than 120 hours.

ARTICLE 26 CATASTROPHIC LEAVE PROGRAM

Section 26.01 Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

Section 26.02 Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

Section 26.03 Procedures

- A. There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.
- B. Affected employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.
- C. Sick Leave, vacation and compensatory time leave donations will be made in increments of not less than one (1) day. These will be hour for hour donations.

- D. Affected employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.
- E. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

ARTICLE 27 LAYOFF PROCEDURES

Section 27.01 Grounds for Layoff

Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 27.02 Notice to Employees

An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

Section 27.03 At-Will Employees

The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

Section 27.04 Procedures for Layoff

A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

Section 27.05 Breaking Ties

In cases where two (2) or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- Exceeds Standard - 24 points
- Meets Standard - 12 points
- Below Standard - 0 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 27.06 Reduction to a Vacant Position

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 27.07 Displacement Rights

- A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.
- B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.

Section 27.08 Salary Placement

An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on reemployment list or lists.

Section 27.09 Reemployment List

The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three (3) years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

Section 27.10 Letter of Layoff

The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher level position.

Section 27.11 Rights on Reemployment

If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall

also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

Section 27.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10 , shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 28.01 Definition of Terms

- A. Grievance – A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written department or agency rule or regulation or a specific provision of a MOU. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written department or agency rule and/or policy or a specific provision of a MOU.
- B. Grievant – A grievant is an employee or group of employees allegedly adversely affected by an act of omission of the agency.
- C. Day – A day is a business day (Monday – Friday).
- D. Immediate Supervisor – The first level supervisor of the grievant.

Section 28.02 Time Limits

- A. Compliance and Flexibility – With the written consent of both parties, the time limitation for any step may be extended or shortened.
- B. Calculation of Time Limits – Time limits for the appeal provided in each level shall begin the day following receipt or a written decision of appeal by the employee or employees.
- C. Failure to Meet Timeliness – Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

Section 28.03 Procedure for Filing a Grievance

- A. In filing a formal written grievance, the employee shall set forth the following information.
 - 1. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 - 2. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 - 3. The date or dates on which the violation, misinterpretation or misapplication occurred.
 - 4. What documents, witnesses or other evidence supports the grievants' position.
 - 5. The remedy requested.

Section 28.04 Grievance Procedure

Grievances will be processed following the procedures set forth below.

- A. Level I – Within ten (10) days of the date the employee reasonable knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days from the time the employee meets with the supervisor to discuss the employees’ grievance.
- B. Level II – In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) days to file a formal written grievance with the employee’s immediate supervisor after the fifteen (15) day time period provided in Level I. The immediate supervisor shall, within five (5) days, provide a written response to the grievant.
- C. Level III – If the formal written grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within five (5) days of the written response from the immediate supervisor. The department head shall respond in writing within ten (10) days.
- D. Level IV – If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) days of the Department Head’s written response. The City Manager or his/her designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

Section 28.05 Matters Excluded From the Grievance Procedure

- A. The grievance procedure cannot be used for the purpose of resolving complaints, requests or changes in wages, work hours or working conditions.
- B. The grievance procedure cannot be used to challenge employee evaluations or performance reviews.
- C. The grievance procedure cannot be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
- D. The grievance procedure cannot be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586.

Section 28.06 Conferences

Grievant(s) and City representatives, shall, upon mutual agreement, have the right to a conference at any level of the grievance procedure.

ARTICLE 29 POBR LIMITED APPEALS

Section 29.01 Provisions

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service

Commission hearing process (set forth in Municipal Code § 1-6-16). It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.
2. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

B. Appeal of Written Reprimands

1. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the written reprimand.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer (Appeal of Written Reprimands Only)

1. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager's decision shall be final and binding.
2. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

D. Appeal of Other Punitive Action

1. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer's intent to appeal said action.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
3. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

E. Conduct of Hearing (5 Days or Less Suspensions, Transfers for Purposes of Punishment, Reduction in Salary Caused by a Reassignment.)

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
2. The parties may present opening statements.
3. The parties may present evidence through documents and direct testimony.
4. The parties shall not be entitled to confront and cross-examine witnesses.
5. Following the presentation of evidence, if any, the parties may present closing arguments.
6. The hearing shall be audio recorded.
7. The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer's case shall be borne by the Association.
8. The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.
9. The hearing officer fees shall be equally borne by the City and the Association.
10. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer's determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

ARTICLE 30 TEMPORARY SERVICE IN HIGHER CLASSIFICATION

Section 30.01 Acting Pay

Where an affected employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such affected employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten (10) consecutive working days, or eight (8) working days if on four/ten (4/10) plan, or longer. The acting pay shall retroactively commence to the first day of the acting assignment.

ARTICLE 31 POLICIES

Section 31.01 Occupational Injury and Illness Policy

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

Section 31.02 Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy dated May 2010.

Section 31.03 Fitness for Duty Policy

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

Section 31.04 Substance Abuse Policy and Drug-Free Workplace Statement

The parties have agreed upon a Substance Abuse Policy and Drug-Free Workplace Statement dated,

July 1, 2008.

ARTICLE 32 **TERM OF AGREEMENT**

Section 32.01 **Term**

The term of this MOU shall be October 1, 2013 through September 30, 2023.

ARTICLE 33 **BINDING ARBITRATION**

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Article shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.
2. Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers’ compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.
3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

4. The City shall bear the costs of any arbitration conducted pursuant to this Article, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this Memorandum of Understanding are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 28 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level IV.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
 3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.C, shall be for a court of law and not an arbitrator to decide.
 4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
 5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.
- D. This Article 33 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

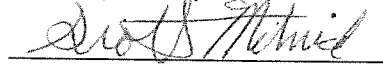
ARTICLE 34 RE-OPENERS

Section 34.01


The parties agree that during the term of this MOU, they shall re-open the agreement to discuss the following items:

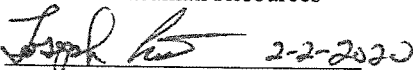
- a) Modifications to the Administrative Code
- b) Employee Evaluation Program

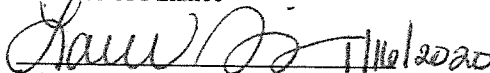
Signed by the City:




Scott Mitnick
City Manager


David Serrano 1/16/2020
Director of Human Resources


Joe Lillio 2-2-2020
Director of Finance


Lauren Daniels 1/16/2020
Human Resources Manager

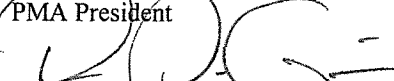

Dana Hang 01/16/2020
Senior Human Resources Analyst

January 16, 2020
Date

Signed by the Association:



Jaime Bermudez, Captain,
PMA President


Ray Garcia, Lieutenant
PMA Vice President

JANUARY 16, 2020
Date

