

RESOLUTION NO. 5411

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OR UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION BARGAINING UNIT.

The City Council of the City of El Segundo does hereby resolve as follows:

SECTION 1: Recitals.

- A. The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Police Officers' Association ("POA"), a recognized employee organization, for the term of October 1, 2018 to September 20, 2021.
- B. Representatives from the City and POA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment for a successor MOU.
- C. The agreed upon terms are memorialized in the MOU between the City and POA, for the period April 1, 2023 through June 30, 2025, which is attached hereto as "Exhibit A" and incorporate herein by this reference.
- D. The POA ratified said agreement on April 5, 2023.

SECTION 2: Approval and Authorization.

- A. The City Council approves the MOU between the City and POA for the period April 1, 2023 through June 30, 2025.
- B. Staff is authorized to implement all terms and conditions of the MOU between the City and POA.

SECTION 3: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 4: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. 5411 this 2nd day of May, 2023.




Drew Boyles, Mayor

ATTEST:



Tracy Weaver, City Clerk

APPROVED AS TO FORM:



Mark D. Hensley, City Attorney


CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF EL SEGUNDO)

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. 5411 was duly passed, approved, and adopted by said City Council at a regular meeting held on the 2nd day of May, 2023, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES: Mayor Boyles, Mayor Pro Tem Pimentel, Council Member Pirsztuk, Council Member Giroux and Council Member Baldino
NOES: None
ABSENT: None
ABSTAIN: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 2nd day of May, 2023.



Tracy Weaver, City Clerk
of the City of El Segundo,
California

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
EL SEGUNDO POLICE OFFICERS'
ASSOCIATION



Term: April 1, 2023 through June 30, 2025

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**MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
THE CITY OF EL SEGUNDO (“CITY”)
AND
EL SEGUNDO POLICE OFFICERS’ ASSOCIATION (“POA”)**

ARTICLE 1 GENERAL PROVISIONS

SECTION 1.01 Preamble

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

- A. The El Segundo Police Officers’ 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 Sergeant and Police Officer. 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 Memorandum of Understanding 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 November 23, 2018 by the City Council.

SECTION 1.02 Term

The term of this MOU shall commence on April 1, 2023 and shall end on June 30, 2025 .

The parties agree that during the term of this Agreement, either party may request that the other re-open the Agreement to discuss the following items:

- (a) Modifications to the Municipal Code
- (b) Arbitration of claims; and
- (c) Worker’s Compensation Carve Out program.

All changes to these items are subject to mutual agreement.

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SECTION 1.03 Management Rights

- A. 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 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 Memorandum of Understanding 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 1.04 Savings Clause

If any provision or the application of any provision of this Memorandum of Understanding 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 memorandum shall remain in full force and effect for the duration of said memorandum.

SECTION 1.05 No-Strike Clause

- A. The El Segundo Police Officers' Association agrees that during the term of this Memorandum of Understanding 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 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 Agreement or in City policy from any employee and/or the Association.

SECTION 1.06 Association Dues Deduction

The City agrees to:

- A. Provide official dues deductions for all employees who subscribe to Association membership;

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- B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs;
- C. Provide the Association with a list of newly-hired employees in the representation unit monthly.
- D. City agrees to provide the Association with (1) ten days' advance notice of any new employee orientation, (2) the name, job title, department, work location, work home, personal cellular telephone number, personal email address, and home address of any new employee with 30 days of hire or by the first pay period of the month following hire, and (3) the information in #2 above, every 120 days for all employees in represented classifications.

SECTION 1.07 Association Administrative Time

Association is granted a total of four hundred (400) hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association's business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers' Research Association of California conference, attending other conference or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief, or Chief's designee.

SECTION 1.08 Association Hearing Cost Contribution

The Association will pay for one-half of the costs incurred in connection with Los Angeles County Civil Service Commission hearings to a maximum of \$3,000 per year.

SECTION 1.09 Maintenance of Existing Benefits

- A. This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.
- B. Nothing herein prevents the City and Association from meeting and consulting on the City's Personnel Rules and Regulations which are within the scope of representation. However, the mutual agreement of both the City and Association are required to effect any change.

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SECTION 1.10 Non-Discrimination

- A. The Association and the City recognize and agree to protect the rights of all 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 Agreement 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 Agreement in compliance with State or Federal anti-discrimination laws.

ARTICLE 2 SALARY

SECTION 2.01 Salary

Effective November 23, 2018, the City shall create a Step F to the Officer and Sergeant Classifications, with a ten percent (10%) differential above Step E. An employee who is at Step E on November 22, 2018 shall progress to Step F on November 23, 2018. All other employees shall progress to Step F after being at Step E for one year.

The City shall provide the following salary increases to employees, per Appendix A:

- 1. Effective April 8, 2023 (the first full pay period in April 2023): Increase base salary by seven percent (7.00%);
- 2. Effective the first full pay period that includes January 1, 2024: Increase base salary by three percent (3.00%);
- 3. Effective the first full pay period that includes January 1, 2025: Increase base salary by three percent (3.00%); and

SECTION 2.02 Regular Rate of Pay

This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The "definition" used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the regular rate of pay is the remuneration paid to or on behalf of the employee 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. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

The regular rate of pay shall be calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point.

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The parties acknowledge that there is a pending dispute between the parties as any City obligation to include the value of the employer paid member contribution to PERS when calculating the regular rate of pay. Without waiving any right, claim or defenses by the parties, it is understood that commencing March 4, 2017, the City shall not pay the employee's nine percent (9%) PERS member contribution and consequently the employer paid member contribution of nine percent (9%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

FLSA Work Period – The FLSA Work Period shall be defined as eighty (80) hours in a fourteen (14) day period.

All paid leave shall be considered "hours worked" for purposes of eligibility for overtime.

SECTION 2.03 Step Advancement

Employees hired at Step A shall progress to Step B after six (6) months. Progressions to Steps C, D, and E shall be at twelve month intervals, with satisfactory (or above) performance. Progression from Step E to Step F shall occur automatically after the employee has been at Step E for twelve months.

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

SECTION 2.04 Notice Requirement to Withhold Step Increase

The City shall have the option during or after the term of this agreement to provide 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 employee's anniversary date.

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

SECTION 3.01 Educational Compensation

Members of this bargaining unit hired before February 21, 2017 shall be frozen at their current level of education compensation/POST Certificate compensation unless a Bachelor's degree is obtained at any time or AA or is conferred/completed by February 21, 2022 or a Master's Degree in conferred/completed by September 30, 2018. Therefore, employees hired on or before February 21, 2017 are entitled to continued incentive compensation for their pre-existing possession of the requisite college units/AA Degree/POST certificate/sworn law enforcement services as to POST pay as set forth in Section 3.01, subsections 1-3. Such employees hired on or before February 21, 2017 are also eligible for education incentive upon conferral of a Bachelor's Degree or Master's Degree as referenced above and more fully described in Section 3.01, subsections 4-5. The Master's Degree incentive will be held in abeyance until the required years of service are met (if not met prior to September 30, 2018). Once obtained, the Bachelor's or Master's Degree pay (whichever is applicable) shall be frozen unless promoted to Sergeant.

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Effective upon City Council approval and adoption of this MOU, Tier II Educational Compensation is eliminated, and members shall be eligible for education incentive compensation as follows (See chart below):

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate shall entitle employee to Two-Hundred and Ninety Eight Dollars and Ten Cents (\$298.10) for Officers and Three-Hundred Seventy-Three and Forty-Four Cents (\$373.44) for Sergeants.
2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate shall entitle employee to Four Hundred and Sixty-Seven Dollars and Twenty-Nine Cents (\$467.29) for Officers and Five Hundred and Sixty Dollars and Sixteen Cents (\$560.16) for Sergeants.
3. Qualification for and possession of Advanced POST Certificate shall entitle employee to Seven Hundred and Seventy Dollars and Seventy-One Cents (\$770.71) for Officers and Nine-Hundred and Fifty One Dollars and Fifty-Six Cents (\$951.56) for Sergeants.
4. Qualification for and possession of Bachelor's degree shall entitle employee to Nine Hundred and Sixty-Three Dollars and Thirty-Seven Cents (\$963.37) for Officers and One-Thousand, One-Hundred and Twenty Dollars and Thirty-Four Cents (\$1120.34) for Sergeants.
5. Qualification for and possession of Master's degree shall entitle employee to One Thousand Three-Hundred and Fifty-Three Dollars and Sixty-Two Cents (\$1353.62) for Officers and One Thousand Six Hundred and Twenty-Two Dollars and Eighty Five Cents (\$1,622.85) for Sergeants.

	60 Units or AA or Intermediate POST	AA + Intermediate POST	Advanced POST	Bachelors	Masters
Officer	\$298.10	\$467.29	\$770.71	\$963.37	\$1,353.62
Sergeant	\$373.44	\$560.16	\$951.56	\$1,120.34	\$1,622.85

SECTION 3.02 Longevity Achievement on Merit

1. Employees shall be compensated for longevity in the following circumstances, as set forth below:
 - A. Upon completion of ten years of paid, full-time sworn law enforcement service
 - B. Upon completion of fifteen years of paid, full-time sworn law enforcement service
 - C. Upon completion of twenty years of paid, full-time sworn law enforcement service
 - D. Upon completion of twenty-five years of paid, full-time sworn law enforcement service

Longevity Pay per Month (paid over 26 pay periods)				
	10 years	15 years	20 years	25 years
Officer	\$200.00	\$360.00	\$575.00	\$1,150.00
Sergeant	\$265.00	\$485.00	\$680.00	\$1,515.00

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2. Consistent with the years-long past practice, any reference to employees being required to have or maintain any performance standard to receive Longevity Pay is hereby stricken as having not been applicable.

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 unit members:

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 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.

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SECTION 4.04 Tuition Reimbursement Program – effective August 1, 2003

- A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, whichever is higher. All employees who are enrolled in graduate or undergraduate programs as of August 1, 2003, shall be permitted to complete their respective graduate or undergraduate degrees under the terms of the former Tuition Reimbursement program (See Sections 4.02 and 4.03 above).
- B. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript from an accredited institution having its campus in the State of California, 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 4.05 Certification Requirement for Tuition Reimbursement

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” or 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.”

ARTICLE 5 PROMOTIONS

SECTION 5.01 Salary Differential upon Promotion

The City shall have the option to compensate supervisors newly appointed to their positions at a base rate as long as it is higher than the base rate of their subordinates (no minimum 5% pay differential), exclusive of longevity pay, educational incentive pay, and special assignment pay.

SECTION 5.02 Educational Prerequisites for Promotional Positions

An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain must be qualified for and possess a Bachelor’s degree at the time of participating in any such segment(s) of the examination.

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ARTICLE 6 OVERTIME COMPENSATION

SECTION 6.01 Pay for Public Relations Appearances

Police Officers and Police Sergeants who are required by the Chief of Police to make presentations to community groups on an overtime basis shall be compensated at one and one-half times their regular rate of pay.

SECTION 6.02 Court On-Call Pay

A. Except as set forth below, off-duty personnel who are placed in on-call status for court during either the morning or the afternoon session will receive three hours of paid overtime at a rate of time and one-half his/her regular rate of pay as defined in this MOU for each session the officer is in an on-call status. Off duty personnel who are placed in on-call status for court during both the morning and the afternoon sessions will received six hours of paid overtime at a rate of time and one-half his/her regular rate of pay.

Officers will not receive on call pay if they are:

1. Called into court that session (in which case the employee will receive call-back pay);
2. Ordered to report to work;
3. Already receiving pay from the City for any other reason (e.g., I.O.D., administrative leave).

B. Officers shall not have the option of reporting to work in lieu of being in an on-call status.

C. Officers who are in an on-duty status are not eligible for court on-call pay.

SECTION 6.03 Call-Back Pay

A minimum of 4 hours of work time at one and one-half the employee's regular rate of pay shall be credited for all call backs.

SECTION 6.04 Court Call-Back Pay

A. An officer called into court while off duty shall be paid overtime for all time served plus travel time (per Department General Order) or three hours (at time and one-half), whichever is greater. "Off-duty" for the purposes of this section means the officer is not on duty, on paid administrative leave, on paid IOD leave, or being paid for any other reason.

B. The City will pay \$2.00 per meal for police officers required to be in attendance at court during meal periods.

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ARTICLE 7 DIFFERENTIAL PAY

SECTION 7.01 Motor Officer, Canine Officer, Detective and Special Assignment Pay

The City shall pay motor officers a monthly differential pay in the amount of \$511.01 (Police Officer) or \$640.19 (Sergeant.). The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4), Motorcycle Patrol Premium.

The City shall pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, \$425.84 per month. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4), Detective Division Premium, Canine Officer Premium, respectively.

SECTION 7.02 Motorcycle Maintenance

The parties agree that motorcycle maintenance shall occur during an employee's regular working hours.

Historical Language for Reference Only (no longer applicable):

By and through the Association, those unit members assigned to motorcycle duty agree that the above monthly stipend is reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that this stipend is intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings..

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to motorcycle duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.

SECTION 7.03 Canine Unit

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The parties hereby agree that canine officers shall be compensated for off-duty care and maintenance of the dog in the amount of fifteen (15) hours monthly, at the applicable minimum wage rate. The hours represented by this payment in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Members of the Association who are assigned canine officers at the time this Agreement is executed agree

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to sign an individual waiver of any potential claim under the FLSA for the performance of off-duty care and maintenance of the dog performed prior to November 23, 2017.

SECTION 7.04 Bilingual Pay

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay. An employee who demonstrates conversational fluency in Spanish (or another language designated by the Police Chief,) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of \$283.90 (Police Officer) or \$355.66 (Sergeant) monthly. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4), Bilingual Premium.).

ARTICLE 8 PHYSICAL FITNESS INCENTIVE PROGRAM

SECTION 8.01 Purpose

It is the purpose of the El Segundo Police Department Physical Fitness 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 officers individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved. There is no "failure" in participation, only the identification of needs and the recognition of strengths.

SECTION 8.03 Program Components

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

A. Fitness Examination:

The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, and the lower digestive tract as well as 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 the voluntary component of the program and will be administered by a department fitness coordinator and fitness committee.
2. The assessment will be a test to measure components of physical fitness which are:

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- a. Cardio-vascular
- b. Strength
- c. Body composition
- d. Flexibility

The assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and will include sliding scales based on age and sex.

- 3. From the assessment will be developed a profile which will categorize participants into levels of fitness. Incentive provisions would then reward participants depending upon their fitness level.
- 4. Rewards would also be available for significant achievements and improvements. These rewards will be in the form of T-shirts, sports bags, sporting equipment and other similar incentives. It is thought that these types of rewards could be influential in maintaining interest and enthusiasm in those participants who would not otherwise qualify for fitness achievement categories.

ARTICLE 9 COMPENSATORY TIME

SECTION 9.01 Maximum Accrual

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of one hundred and twenty (120) hours, and the employee shall not accrue additional time off until the bank drops below one hundred and twenty (120) hours. The time bank shall be divided into separate banks for physical fitness and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness pay.

SECTION 9.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

A separate bank shall be established for the accumulation of physical fitness time off, with a maximum accrual of fifty (50) hours. City has the option to pay the employee or increase the time off bank for physical fitness bonus after 50 hours, with no payoff of accrued time upon separation.

SECTION 9.03 Firearms Qualification

Police Officers and Police Sergeants will be compensated at their regular hourly rate of pay for firearms qualification as follows:

<u>Class</u>	<u>Hours per Quarter (3 Calendar Months)</u>
Distinguished Expert	8 hours
Expert	6 hours

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Sharpshooter	4 hours
Marksman	2 hours
Qualifying	0 hours

ARTICLE 10 HOLIDAY PAY

SECTION 10.01 Eligible Officers

Employees in this Unit shall be credited with 120 hours of paid holiday leave in their holiday bank. 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.

ARTICLE 11 SICK LEAVE

SECTION 11.01 Payment of Sick Leave Accrual - After 10 Years Service

Employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 50% of their accumulated, unused sick leave at the employee's regular rate of pay, excluding the nine percent (9%) PERS member share, in effect at the time of separation. Effective October 1, 2017, sick leave payment shall be at the employee's base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

SECTION 11.02 Payment of Sick Leave Accrual - After 20 Years Service

Upon an employee's separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/her accumulated, unused sick leave at the employee's regular rate of pay, excluding the nine percent (9%) PERS member share, in effect at the time of separation. Upon completing twenty (20) years of service and age 47, an employee may elect to cash out one-third of earned, unused sick leave, prior to separation, for a period not to exceed three years, up to the maximum dollar value of deferred compensation "catch up" permitted by law. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution sick leave balance be less than 120 hours. Effective October 1, 2017, sick leave payment, including the "catch-up" into the employee's 457 deferred compensation account, shall be at the employee's base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

SECTION 11.03 Payment on Disability Retirement

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee's accumulated, unused sick leave at the employee's regular rate of pay, excluding the nine percent (9%) PERS member share. Effective October 1, 2017, sick leave payment shall be at the employee's base rate of pay. The exclusion of the 9% PERS

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members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

SECTION 11.04 Sick Leave Maximum Accrual and Annual Sick Leave Payout

Employees shall accumulate sick leave at the rate of 3.7 hours per payroll period paycheck accumulation for each month's service not to exceed a maximum of eight hundred (800) hours. On or about December 10 of each year, employees who maintain a balance of 800 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 at the employee's base rate of pay.

SECTION 11.05 Family Emergency Leave/Sick Leave Utilization

Employees shall have the right to use nine (9) days of accumulated sick leave for family emergencies. Emergencies are generally of a medical nature, for illness or injury of a family member. Notwithstanding the foregoing, the City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 ("Paid Sick Leave Law" – AB 1522) and other applicable family leave laws. Depending upon the applicable leave law, "family member" may be defined as including, but not limited to, children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.

ARTICLE 12 VACATION LEAVE

SECTION 12.01 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 completion 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 year – 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).

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SECTION 12.02 Accrual Schedule - For Employees Hired Before July 1, 1994

Vacation for employees hired before July 1, 1994 shall be accrued in accordance with 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 commencement of the 17th year 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 12.03 Vacation Sell Back

- A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.
- B. Cashout Process in 2023: In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described above. While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.
- C. Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described above.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of accrued vacation leave that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

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- D. The City shall administer the cash out twice annually, starting in July 2023 and every July and December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

- E. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

ARTICLE 13 BEREAVEMENT LEAVE

SECTION 13.01 Maximum Leave Time

The practice of granting three (3) working days of bereavement leave per incident shall be increased to 40 hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall.

SECTION 13.02 Immediate Family Members Defined

The definition of the "immediate family" whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents and grandchildren of the employee, parents-in-law, the employee's spouse, domestic partner or significant other.

ARTICLE 14 JURY DUTY

SECTION 14.01 Provision

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

- A. 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 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.) During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
- B. For any portion of Jury Duty that extends beyond the first two 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 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 weeks, that the employee asked to be excused because of this hardship, and the request was denied.
- C. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

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- D. 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 or more consecutive hours.
- E. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 15 HEALTH BENEFITS

SECTION 15.01 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 Association member 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 insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased officer until age 18. Said medical premium payments on behalf of the children of a deceased officer 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 officer was receiving at the time of his/her death. For example, if at the time of death, the officer 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.

SECTION 15.02 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of \$184.25 per month effective upon approval and adoption of the MOU by City Council. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: optical insurance first, then life insurance, and finally dental insurance.

- A. The City will adopt a dental plan and pay the premium cost for employees only. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.
- B. Upon adoption of the MOU by City Council and as soon as practical, the City will provide every member of the Association with \$50,000 of basic term life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.
- C. The City shall make available any city-wide improvements to the dental benefit, to the Association.
- D. Selection of the vision insurance plan carrier shall be made by the City.

SECTION 15.03 Retiree Dental and Vision

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents

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who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon retirees death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 15.04 Medical Contract

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

SECTION 15.05 City Medical Contribution

Effective for the medical premium in January 2021, the maximum monthly medical contribution by the City is \$1,650 per employee per month. Effective upon approval and adoption of this MOU, the maximum monthly medical contribution shall increase to \$1,700. Effective for the medical premium in January 2024, the maximum monthly contribution shall increase to \$1,750. Effective for the medical premium in January 2025, the maximum monthly contribution shall increase to \$1,800.

SECTION 15.06 Body or Heart Scan

Commencing July 1, 2008, each employee shall be eligible to receive a "body or heart scan" to be conducted once every two (2) years at City expense. Eligibility for the "body or heart scan" shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee's annual examination pursuant to the July 3, 2003 FITNESS FOR DUTY POLICY. The physician shall determine whether or not undertaking a "body or heart scan" is reasonable and appropriate.

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ARTICLE 16 UNIFORM AND SAFETY EQUIPMENT

SECTION 16.01 Provision

The City shall provide required uniforms and safety equipment to eligible employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief. Effective the date of adoption of the MOU, the uniform allowance shall no longer be provided to members of this bargaining unit.

ARTICLE 17 CELL PHONE STIPEND

SECTION 17.01 Monthly Stipend

Employees designated by the Chief of Police may receive an eighty dollar (\$80) monthly stipend to offset the cost of utilizing their personal devices for work-related purposes.

ARTICLE 18 RETIREMENT BENEFITS

SECTION 18.01 PERS Retirement Formula

- A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.
- B. Tier II - Employees covered by classifications in this bargaining unit who are hired on or after October 6, 2012 and are otherwise not a "new employee" and/or "new member" of CalPERS under Government Code Section 7522.04 of AB340, also known as the California Pension Reform Act of 2013, shall be subject to the 3%@55 retirement formula.
- 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 18.02 PERS Payment Pickup

Employees who are "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall pay their statutorily required nine percent (9%) employee contribution to CalPERS effective March 4, 2017 and simultaneously with salary increases identified in Section 2.01 (i.e. employees shall pay an amount equal to 9% of compensation earnable as the employee contribution to PERS). In accordance with Resolution No. 4497 the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

Effective November 23, 2018, "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall pay an additional three percent (3%) employee contribution to CalPERS simultaneously with the salary increases identified in Section 2.01. (Employees shall pay an amount equal to twelve (12) percent of compensation earnable as the employee contribution to PERS. These deductions shall be pre-tax and be pursuant to California Government Code section 20516(f) until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

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SECTION 18.03 Optional PERS Contract Provisions

- A. The City shall provide "Level 4" 1959 Survivors Benefits in accordance with Government Code § 21574.
- B. The City shall provide Pre-Retirement Option 2W Death Benefit in accordance with Government Code § 21548.
- C. The City shall provide the Single Highest Year formula for "classic" members only as defined by AB340, in accordance with Government Code Section § 20042.

SECTION 18.04 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 of continuing to participate in the City's group insurance programs and the right to receive a contribution toward medical insurance for the retiree and 1 dependent. In addition, employees are eligible for payments of unused sick leave pursuant to Article 11.

SECTION 18.05 Retiree Health Insurance Contribution Program

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:

Year of Retirement	Amount of Monthly Contribution
1995 and after	Average dollar cost of the premium for an employee and 2 or more dependents for the HMO's available to employees under PEMHCA

ARTICLE 19 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

SECTION 19.01 Direct Deposit

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

SECTION 19.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

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ARTICLE 20 CATASTROPHIC LEAVE PROGRAM

SECTION 20.01 Definition of a Catastrophic Illness or Injury

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

SECTION 20.02 Eligible Employees for Donation and Program Usage

- A. All permanent full-time or part-time sworn employees will donate 6.00 hours of either sick leave, vacation or compensatory leave time, per year, to the catastrophic leave bank, until a unit total of 1,000 hours have been contributed to the catastrophic leave bank. Employees may donate additional time to the catastrophic leave bank by completing a Catastrophic Leave Time Donation Request Form prior to donating more accumulated leave time. Employees, or their designated representative, requesting use of the leave bank must complete a Request to Receive Catastrophic Leave Time Form as soon as possible prior to, or within a reasonable time frame after, catastrophic illness or injury. Completed forms must be submitted to the Director of Human Resources/Risk Management or his/her designee.
- B. Forms are available from the Human Resources Department. The Human Resources Department will maintain all Catastrophic Leave Policy materials.

SECTION 20.03 Policy Procedures

- A. **Administration** - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.
- B. **Donation Requests** - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.
- C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 100 leave hours after his or her donation.
- D. Donations of accumulated time are irrevocable.
- E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

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ARTICLE 21 LAYOFF PROCEDURES

SECTION 21.01 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 21.02 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 21.03 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 21.04 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 21.05 Breaking Ties

In cases where two 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:

- Above Standard - 24 points
- Standard - 12 points
- Below Standard - 0 points

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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 21.06 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 21.07 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 21.08 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 21.09 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 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.

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SECTION 21.10 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 21.11 Rights on Reemployment

If a person is reemployed by the City within three 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 21.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10 , the employee 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/Risk Management.

ARTICLE 22 GRIEVANCE PROCEDURE

SECTION 22.01 Definition of Terms

Grievance - A grievance is an alleged violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a Memorandum of Understanding. A grievance is distinct from an appeal arising from disciplinary action in that a grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or specific provision of a Memorandum of Understanding.

Grievant -A grievant is an employee or group of employees adversely affected by an act or omission of the agency.

Day - A day is a business day (Monday-Friday).

Immediate Supervisor - The first level supervisor of the grievant.

SECTION 22.02 Time Limits

A. **Compliance and Flexibility**-With the written consent of both parties, the time limitation for any step may be extended or shortened.

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April 1, 2023 through June 30, 2025

- B. Calculation of Time Limits-Time limits for the appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.
- C. Failure to Meet Time Limits-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 22.03 Procedure

Grievances will be processed as follows:

- A. **Level I** - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.
- B. **Level II** - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.
 - 1. **Procedure for Filing a Grievance** - In filing a grievance, the employee should set forth the following information:
 - a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 - b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 - c. The date or dates on which the violation, misinterpretation or misapplication occurred.
 - d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.
 - e. The remedy requested.
- C. **Level III** - If the grievance is not resolved by the second level supervisor, the grievant may present the grievance in writing to the department head within five (5) days. The department head will 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. The City Manager or 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.

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April 1, 2023 through June 30, 2025

SECTION 22.04 Matters Excluded from the Grievance Procedure

- A. The grievance procedure is not intended to be used for the purpose of addressing requests or changes in wages, hours or working conditions.
- B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews beyond the department head.
- C. The procedure is not intended to be used to challenge the merits of a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.
- D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspension or a termination, but are subject to the formal appeal process outlined in Ordinance 586.

SECTION 22.05 Conferences

Grievant and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

ARTICLE 23 POLICIES

SECTION 23.01 Occupational Injury and Illness Policy

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

SECTION 23.02 Disability Retirement Policy

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

SECTION 23.03 Fitness for Duty Policy

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

SECTION 23.04 POBR Limited Appeals

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.

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April 1, 2023 through June 30, 2025

1. Right to Administrative Appeal

- A. 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, 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.
- B. The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the drafting of a POBR Hearing Policy regarding a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty assignment, bonus, or similar pay.
- C. 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.

2. Appeal of Written Reprimands

- A. 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.
- B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Hearing Officer (Appeal of Written Reprimands Only)

- A. 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.
- B. 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.)

4. Appeal of Other Punitive Action

- A. 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.
- B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

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- C. 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.

5. Conduct of Hearing (5 days or less suspensions, transfers for purposes of punishment, reduction in salary caused by a reassignment.)

- A. 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.
- B. The parties may present opening statements.
- C. The parties may present evidence through documents and direct testimony.
- D. The parties shall not be entitled to confront and cross-examine witnesses.
- E. Following the presentation of evidence, if any, the parties may present closing arguments.

6. Recording of the Hearing

The hearing shall be audio recorded.

7. Representation

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.

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.

8. The hearing officer fees shall be equally borne by the City and the Association.

9. Decision

- A. 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.

SECTION 23.05 Voluntary Binding Arbitration and Bonus Payment

Voluntary Agreement to Binding Arbitration in Exchange for \$30,000 Bonus Payment: Employees may voluntarily enter into an Arbitration Agreement according to the terms of the agreement. Current POA employees in the classifications of Police Officer and Police Sergeant shall have until December 31, 2023 to enter into the Arbitration Agreement. (See Appendix B.)

For Police Officer and Police Sergeant employees hired during the term of this MOU, they are not eligible to participate in the program unless and until they have satisfactorily completed probation. Upon satisfactory completion of probation,

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April 1, 2023 through June 30, 2025

newly hired employees during the term of this MOU shall have 90 days from satisfactory completion of probation to sign the Arbitration Agreement.

SECTION 23.06 Residency Requirement

In order to ensure prompt response times in an emergency situation, all personnel hired by the El Segundo Police Department following approval and adoption of this Agreement may reside no further than one hundred (100) road miles from Police Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Police Headquarters within 90 minutes of the request for call back. Any request to live outside this limit will be evaluated individually to determine the impact on ability to respond in an emergency situation.

ARTICLE 24 "LIMITED USE" TIME OFF

SECTION 24.01 "Limited Use" Time Off

Employees shall be paid at the employee's regular rate of pay for any unused accumulated 'limited use time off' effective February 21, 2017. The calculation of the payout is without prejudice to any rights, claims or defenses by the parties regarding the dispute referenced in Section 2.02."

ARTICLE 25 WORK SCHEDULE

SECTION 25.01 Alternate Work Schedule

Effective coincident with the start of the January 2012 bid, employees assigned to Patrol will work either a 3/12.5 or 3/12.5 - 4/10 hybrid schedule. The determination of which schedule is used shall be made jointly by the police chief and the Association.

- A. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.
- B. 3/12.5 – 4/10 hybrid schedule_– consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.

ARTICLE 26 EMPLOYEE REFERRAL BONUS

SECTION 26.01 Employee Referral Bonus

Any Unit member who recruits a non-City employee to accept employment for the Department in a sworn position shall be provided a recruitment bonus of Five Thousand Dollars (\$5,000), one-half to be paid upon

POA MOU
 April 1, 2023 through June 30, 2025

the employee's hire, one-quarter upon the employee's completion of their training program and the other one-quarter upon the employee's successful completion of probation. These payments are 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.

Members of the City's recruitment team and any employee who works a recruitment event shall be eligible for this bonus, but only for an employee he or she recruits separate and apart from their duties as a member of the recruitment team or participation in the recruitment event. Final determinations for eligibility shall be made by the Police Chief.

On June 25, 2018, the City Council passed Resolution No.5095 increasing the amount of the referral bonus it offered employees as a result of recruitment difficulties. Upon the sunset of Resolution No. 5095, Unit employees' recruitment incentive shall be reduced from Five Thousand Dollars (\$5,000) to Three Thousand Dollars (\$3,000), which shall be paid one-half upon the hire of the employee and one-half upon completion of probation.

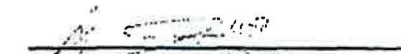
ARTICLE 27 DISCIPLINE APPEALS

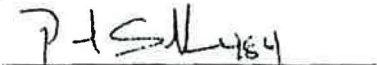
SECTION 27.0 Discipline appeals


- A. Appeals of Dismissals, Demotions, and/or Suspensions without Pay Longer than Six (6) Days, Brought by Police Officer Employees: For police officer employees only, the City shall submit timely appeals of dismissals, demotions and suspensions without pay longer than six (6) days to binding arbitration, pursuant to this Agreement.
1. An employee who has been dismissed, demoted, or suspended longer than six 6 days, shall have ten (10) calendar days following written notification of the dismissal in which to file an appeal. The written appeal must be submitted to the City Manager.
 2. Upon receipt of a timely request for appeal of the dismissal, the City and employee may either mutually select an arbitrator or request a list of seven (7) arbitrators registered with the California State Conciliation and Mediation Service or some other mutually agreed upon source. The Parties shall agree to a mediator within ten (10) days of the timely appeal, unless the Parties mutually agree to extend this time period. If the parties cannot agree on the arbitrator, they shall alternately strike names and the last name remaining shall be selected. Which party strikes first shall be determined by lot.
 3. The role of the arbitrator shall be to determine if the discipline is consistent with just cause. The arbitrator shall hold a hearing at which both sides may present their arguments and evidence, including witnesses and subsequently issue a written decision. The hearing shall commence within 120 days of selection by the Parties, unless the Parties mutually agree to extend this time period.
 4. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall issue his/her decision in writing within thirty (30) days of the closing of the hearing.
 5. The costs of the arbitration/hearing (court reporter, arbitration hearing transcripts) shall be divided in half (50/50) between the City and employee representative. Attorney's fees, staff time and witness fees shall not be shared between the Parties and shall be paid by the Party that incurred the cost.


POA MOU
April 1, 2023 through June 30, 2025


For the Association:



Jeff Humphrey, President



Paul Saldana, Vice President



Oscar Haro, Treasurer


Ryan Smith, Secretary


Brandon Browning, Board Member

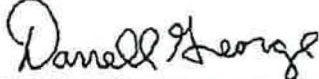

Josh Gilberts, Board Member


Steve Trujillo, Board Member


Robert M. Wexler, Chief Negotiator

4/27/23
Date

For the City of El Segundo:


Darrell George, City Manager


Rebecca Redyk, Human Resources Director


Laura Drottz Kalty, Chief Negotiator

4/27/2023
Date

POLICE OFFICERS' ASSOCIATION (POA) PAY
 SCHEDULE Effective April 8, 2023 - 7%

Appendix A
 Agreement No. 6651

POA									
Police Officers' Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
4/22/2023	4/18/2023	5627	Police Officer	ESPOA	687	Hourly	44.09	7642.13	91705.59
							46.29	8024.24	96290.88
							48.61	8425.46	101105.50
							51.04	8846.73	106160.73
							53.59	9289.07	111468.79
							58.95	10217.97	122615.58
4/22/2023	4/18/2023	5627	Police Sergeant	ESPOA	700	Hourly	55.23	9574.02	114888.21
							58.00	10052.71	120632.57
							60.90	10555.36	126664.29
							63.94	11083.12	132997.49
							67.14	11637.28	139647.33
							73.85	12801.01	153612.11

POLICE OFFICERS' ASSOCIATION (POA) PAY SCHEDULE
 Effective December 30, 2023 - 3%

Appendix A
Agreement No. 6651

POA

Police Officers' Association Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
12/30/2023	4/18/2023	5627	Police Officer	ESPOA	687	Hourly	45.41	7871.40	94456.76
							47.68	8264.97	99179.61
							50.07	8678.22	104138.66
							52.57	9112.13	109345.56
							55.20	9567.74	114812.85
							60.72	10524.50	126294.05
12/30/2023	4/18/2023	5627	Police Sergeant	ESPOA	700	Hourly	56.89	9861.24	118334.86
							59.74	10354.30	124251.55
							62.72	10872.02	130464.22
							65.86	11415.62	136987.42
							69.15	11986.40	143836.75
							76.07	13185.04	158220.47

POLICE OFFICERS' ASSOCIATION (POA) PAY SCHEDULE
 Effective December 28, 2024 - 3%

Appendix A
 Agreement No. 6651

POA Police Officers' Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
12/28/2024	4/18/2023	5627	Police Officer	ESPOA	687	Hourly	46.77	8107.54	97290.46
							49.11	8512.92	102155.00
							51.57	8938.57	107262.82
							54.15	9385.49	112625.92
							56.85	9854.77	118257.24
							62.54	10840.24	130082.87
12/28/2024	4/18/2023	5627	Police Sergeant	ESPOA	700	Hourly	58.60	10157.08	121884.90
							61.53	10664.92	127979.09
							64.60	11198.18	134378.14
							67.84	11758.09	141097.04
							71.23	12345.99	148151.85
							78.35	13580.59	162967.09

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement"), is between the City of El Segundo ("Employer" or "City") and _____ ("Employee") (collectively "Parties" or "Party" as may be appropriate.) Employer and Employee agree to the following terms and conditions.

1. **Consideration.** In exchange for a total of bonus payments of up to \$30,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

- a. The first payment of \$15,000 is to be paid within 30 days of Employee's delivery of an executed Agreement to the City, and then the remaining \$15,000 shall be paid in \$5,000 increments every six months thereafter. Employee shall not be entitled to receive more than \$30,000 in payments pursuant to this Agreement, even if Employee's employment is terminated and the Employee subsequently becomes re-employed by the City.
- b. If an employee's employment is terminated after receipt of the initial \$15,000 payment but before the employee receives \$30,000 in payments, this Agreement is still in full force and effect and employee has no right to receive to additional payments. However, if Employee becomes re-employed by the City but had not received the entire \$30,000 in payments, the remaining payments shall be made based upon the same payment intervals described above.
- c. If an employee remains employed with City but promotes or otherwise transfers to another bargaining unit and/or an unrepresented position within the City after this Agreement has been executed and the first payment has been made, City shall continue to make payments consistent with Section 1.a. and 1.b. above, and Arbitrable Claims will be subject to binding arbitration regardless of whether the Arbitrable Claims arose while the employee was a member of the POA or while a member of another bargaining unit and/or an unrepresented position within the City.
- d. Once the Employee receives a payment under this Agreement, all Arbitrable Claims shall be subject to the arbitration process outlined below.

2. **Applicable Law.** The Employee and Employer agree that the Arbitrable Claims defined below shall be submitted to and determined exclusively by binding arbitration under the California Arbitration Act, ("CAA") (Cal. Code Civ. Proc. sec. 1280 et. Seq. Employer and Employee understand and agree that they are knowingly and intentionally giving up any right that they may have to a court trial by judge or jury with regard to the Arbitrable Claims.

3. **Arbitration Procedure.** The Parties shall have the right to conduct discovery pursuant to Cal. Code Civ. Proc. sec. 1283.05 (including all of the CAA's other mandatory and permissive rights to discovery). Nothing in this Agreement 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. 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. 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.

4. **Definition of Arbitrable Claims.** The following shall be Arbitrable Claims:

- a. 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 Agreement 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.

- b. Notwithstanding the provisions of this Agreement, Employee 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.

5. **Class, Collective or Representative Actions.** Class actions, collective actions, and representative actions shall not be asserted or available in any arbitration under this Agreement, and the Arbitrator shall have no authority to proceed with, or preside over, the arbitration of any Arbitrable Claim on a class action, collective action, or representative action basis. The employee may only pursue Arbitrable Claims in their individual capacities and may only submit their own, individual claims in any arbitration required by this Agreement. However, neither the foregoing nor any other portion of this Agreement shall prohibit Employee from discussing any Arbitrable Claim with Employee's current or former coworkers. The City and Employee knowingly and voluntarily waive, to the maximum extent permitted by law, any right to bring, commence, be a party to, or be a member of a class action, collective action, representative action, or proceeding in arbitration or otherwise, with respect to any Arbitrable Claim covered by this Agreement. Accordingly, except as otherwise provided by law, Arbitrable Claims may not be brought or pursued as a class action, collective action, or representative action in arbitration, in court, or in any other forum.

6. **Arbitration Costs.**

- a. For arbitrations of disputes for Arbitrable Claims as set out in section 4.a., the City shall bear the costs of any arbitration, including the compensation of the Arbitrator, all of the Arbitrator's administrative expenses, and CSR transcripts for arbitration hearings.
- b. For any arbitration conducted pursuant to this Agreement, 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, including without limitation deposition related costs.

7. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of Employee's employment by Employer and survives after the termination of the Employee's employment. This Agreement does not create any express or implied contract of employment and nothing in this Agreement is intended to alter the employment status of Employee.

8. **Integration.** This Agreement sets forth the Parties' mutual rights and obligations with respect to the resolution of Arbitrable Claims. It is intended to be the final,

complete, and exclusive statement of the terms of the Parties' agreements regarding this subject. This Agreement supersedes all other prior and contemporaneous agreements and statements related to the resolution of Arbitrable Claims, whether written or oral, express or implied, on this subject, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by Employee and Employer. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10. **Severability.** If a court or Arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

11. **Jurisdiction and Venue.** All arbitrations of Arbitrable Claims shall be heard in Los Angeles County, California, and all court proceedings arising out of this Agreement shall be filed in Los Angeles County, California.

"EMPLOYEE"

"EMPLOYER"

CITY OF EL SEGUNDO

Signature of Employee

Signature of Employer Representative

Printed Name of Employee

By:

Name/Title of Employer Representative

Dated

Dated