

RESOLUTION NO. 5426

**A RESOLUTION APPROVING AND ADOPTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE
SUPPORT SERVICES EMPLOYEES' ASSOCIATION
BARGAINING UNIT**

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

SECTION 1: The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Police Support Services Employees' Association ("PSSEA"), a recognized employee organization, for the term of October 1, 2022 to June 30, 2026.

SECTION 2: Representatives from the City and PSSEA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment, which are memorialized in the MOU between the City and PSSEA attached hereto as "Exhibit A" and incorporate herein by this reference.

SECTION 3: The POA ratified said agreement on June 14, 2023.

SECTION 4: Staff is authorized to implement all terms and conditions of the MOU between the City and PSSEA.

SECTION 5: 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SECTION 6: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. 5426 this 20th day of June, 2023.


Drew Boyles, Mayor

ATTEST:


Tracy Weaver, City Clerk

APPROVED AS TO FORM:


Mark D. Hensley, City Attorney

Exhibit A- PSSEA MOU October 1, 2022 to June 30, 2026

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. 5426 was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 20th day of June, 2023, and the same was so passed and adopted 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 20th day of June, 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 SUPPORT SERVICES
EMPLOYEES' ASSOCIATION**



Term: October 1, 2022 through June 30, 2026

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**MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
THE CITY OF EL SEGUNDO (“CITY”)
AND
THE POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION (“PSSEA”)**

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into between the Police Support Services Employees Association, hereinafter referred to as “Union” or PSSEA, and the management representatives of the El Segundo City Council, hereinafter referred to as the “City”, pursuant to the California Government Code Section 3500 *et seq.*

SECTION 2. Recognition

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department support services bargaining unit, and agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department support services non-sworn shift schedule employees.

This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208.

The list of classes within the bargaining unit is attached to this MOU as Appendix A.

SECTION 3. Term

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this Memorandum of Understanding shall commence upon Council adoption for the term October 1, 2022 to June 30, 2026.

SECTION 4. Complete Agreement

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this Agreement, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this Agreement, except as provided by Article 6, Section 5.

SECTION 5. Implementation of Agreement

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to

implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions in order to implement this MOU, the parties shall meet and confer.

SECTION 6. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association activities in any matter.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

A. Equity Adjustments

Based on a review of the salary and benefits (i.e., total compensation) provided to comparable positions in the cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and Los Angeles and the County of Los Angeles, the City shall provide the following salary increases to employees:

Retroactive to October 1, 2022, base salary for the following classification shall be increased according to the percentage amounts provided below.

<u>Classification</u>	<u>Adjustment</u>
Crime Scene Investigator I	5.10%
Crime Scene Investigator II	7.05%
Police Assistant I	6.89%
Police Assistant II	7.13%
Police Service Officer I	3.19%
Police Service Officer II	3.97%

The adjustments to the six (6) classifications above shall occur prior to the application of any across-the-board cost-of-living adjustments, provided below.

B. Cost of Living Adjustments

The City shall provide the following salary increases to employees:

1. Retroactive to October 1, 2022: Increase base salary by two percent (2.0%)
2. Effective the pay period which includes July 1, 2023, the base salary of each affected employee shall be increased by two percent (2.0%); and

3. Effective the pay period which includes July 1, 2024, the base salary of each affected employee shall be increased by two percent (2.0%); and
4. Effective the pay period which includes July 1, 2025, the base salary of each affected employee shall be increased by two percent (2.0%)

Attached to this MOU as Appendix B and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2, Section 1.

- C. The retroactive payments provided to employees as described in Subsections A and B of the Section will also include increases to the overtime payments and differential payments provided by the City to employees who worked overtime or assignments qualifying them for differential pay during the period between October 1, 2022 and the date that this MOU is adopted by the City Council.

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$2,000 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Association.

The City shall provide the bonus in the first full pay period following the adoption of the MOU by the City Council.

SECTION 3. Salary Table Step Advancement

The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of their first six (6) months' service.

The advancement of an employee from Steps B, C, and D shall be on the employee's one (1) year anniversary date in the step subject to the limitation of Section F, below, and the advancements therefrom shall be on the anniversary date of the employee.

Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

SECTION 4. Accelerated Salary Step Advancement

Accelerated salary step advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to a higher salary step, so long as the employee has not yet reached the top step of their salary range.

Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period.

In order to be eligible for accelerated salary step advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

SECTION 5. Class Series Classifications

The following classifications listed below shall be described as class series classifications and employees in such classifications shall be paid according to one of two salary ranges assigned to each of these classifications depending on whether the employee is designated as Level I or Level II employee:

1. Police Assistant I/II
2. Police Service Officer I/II
3. Crime Scene Investigator I/II

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section A.

Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee's work performance, skill development, and demonstrated ability to perform higher level duties causes their assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

In making the determination to advance to Level II according to the above-noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee's work performance meets specific criteria developing from the following factors, among others deemed appropriate:

1. Length of service at Level I;

2. Acquisition of minimum requirements posted on the class specification and specialized skills required of the position;
3. Achievement of specific job-related goals and objectives during a specified period of time;
4. Increased ability to work without close supervision;
5. Ability to exercise increased individual judgment;
6. Ability to provide leadership and guidance to less experienced employees;
7. Ability to understand and properly apply departmental rules;
8. Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

In order to effectuate the advancement from Level I to Level II, the immediate supervisor shall prepare a memo for approval by the Department Head, which is sent to the Director of Human Resources, or their designee, and processed through a Personnel Action Form ("PAF"). The Director of Human Resources or their designee shall review and approve the PAF and authorize the employee's advancement and change in status from Level I to Level II.

Whenever an employee's status changes from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent (5%) the rate of compensation received by said employee at the time of assignment to Level II. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

- A. Longevity Pay - Employees to whom this Section applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of "standard" or higher as determined by the employee's performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a "standard" or higher rating, and the employee's overall performance subsequently improves to at least a "standard" level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.
- B. Step Advancement - Anniversary Date - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. The provision of a new anniversary date is not intended to effect the employee's seniority. The City shall provide the increase in compensation associated with the step advancement for the pay period during which the anniversary occurs. Other changes in salary shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Union. Notwithstanding the above, an employee in a classification under Section C shall not be assigned a new anniversary date when they are advanced from Level I to Level II in that same classification.

- C. Increases on Merit - Basic Salary Schedule - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section A, above, and satisfactory performance of duties. An employee will be presumed to merit an increase unless their Department Head, with the concurrence of the Director of Human Resources notifies the employee in writing no later than the end of the pay period which begins after said employee's anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee's performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee's anniversary date.

SECTION 6. Payroll Direct Deposit

Payroll is distributed bi-weekly (*i.e.*, 26 times per year).

The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employees.

Employees shall be responsible for providing the Finance Department with the correct transit routing and account information.

Additional Compensation

SECTION 7. Temporary Assignment to Higher Classification

An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) The City requires that the employee serve for not less than ten (10) days in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) The City Manager approves the employee's temporary assignment to and service in such classification or position.

During such assignment, the employee shall be placed at the lowest step in the higher class or position that provides for a base salary not less than five percent (5%) above the employee's base salary.

Temporary assignments shall be limited to 960 hours per fiscal year.

For purposes of calculating the amount of time that an employee serves in a probationary status following promotion to a higher classification or position, the City shall recognize and credit an employee who serves in a higher classification or position during a temporary assignment with a deduction to the time that the employee must serve in a probationary status. The City shall credit the employee with the days served in the higher classification or position, and shall make a comparable reduction to the number of days that the employee must serve in a probationary status following promotion to the higher classification or position. The City will not credit the employee for any time spent on unpaid leave or extended paid leave during their temporary assignment. For this purpose, the Parties agree that "extended paid leave" means leave that exceeds one week.

SECTION 8. Standby Duty

Standby duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During standby duty, employees are not required to remain at their City work station or any other specified location. Standby duty employees are free to engage in personal business and activities.

The City requires that standby duty employees adhere to the following:

1. Be reachable by a cellular phone or other device. The City may, in its discretion, provide a cellular phone or other device to an employee assigned to standby duty for purposes of responding to requests to return to duty.
2. Be ready to respond immediately when reached by the City.
3. Be able to report to duty within one (1) hour of being contacted by the City.
4. Refrain from activities which might impair their ability to perform assigned duties, including but not limited to, consuming any alcoholic beverage, illicit drug or medication capable of impairing one's mental or physical faculties.
5. Respond to any call back during the assigned standby period. As with any City equipment, any device assigned to an employee is the responsibility of the employee during the standby assignment. The employee is liable for any loss of or damage to the device which is caused by the employee's negligence or intentional acts.

Failure of an employee to comply with the provisions of standby duty may subject the employee to discipline, up to and including termination of employment with the City.

For each period of standby duty, employees shall be provided two (2) hours of pay per day. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay, as provided in Section 15 below.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after October 15, 2000, shall not be provided any form of compensation for the standby period other than the compensation for the sick leave or vacation, unless the employee's Department Head approves, in writing, the provision of the normal standby duty compensation.

SECTION 9. Educational Incentive Pay

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Education Incentive Pay.

Eligible employees shall be entitled to receive educational incentive pay as described below.

In order to qualify for educational incentive pay an employee must satisfy the following conditions: (1) Work in a job classification that does not require a bachelor's degree or higher degree in order to qualify for the classification, and (2) Receive a degree from an accredited college or university in one (1) of the majors of public administration, business administration, criminal justice, or other job-related major, which had been approved by the employee's Department Head, in writing.

Following the employee's submission of documentation to their Department Head that they are qualified to receive educational incentive pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide educational incentive pay at the following rates based on the employee's job classification:

Police Assistant I	Associate Degree	\$43.65/pay period
	Bachelor Degree	\$87.30/pay period
Police Assistant II	Associate Degree	\$48.18/pay period
	Bachelor Degree	\$96.37/pay period
Police Service Officer I	Associate Degree	\$52.52/pay period
	Bachelor Degree	\$105.03/pay period
Police Service Officer II	Associate Degree	\$57.97/pay period
	Bachelor Degree	\$115.94/pay period

Effective March 30, 2019, a Crime Scene Investigator I/II hired before May 10, 2014, shall be eligible for educational incentive pay if:

1. The employee has been awarded a bachelor's degree; and
2. Was awarded such degree in one of the majors of public administration, business administration, criminal justice or other job-related major, which has been approved by the Department Head, in writing prior to admission of the specific employee into that major:

Crime Scene Investigator I	\$105.03/pay period
Crime Scene Investigator II	\$115.94/pay period

SECTION 10 Bilingual Pay

An employee who demonstrates conversational and written fluency in a language other than English that is approved by their Department Head and who is assigned duties in which such language skills are regularly used shall be entitled to bilingual pay as described below.

In order to determine the employee's proficiency in the language, the City will utilize a standardized, industry-accepted test (e.g., Berlitz, Inc.).

Following the employee's submission of documentation to their Department Head that they are qualified to receive bilingual pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive

such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide bilingual pay at the rate \$73.40 per pay period.

SECTION 11. Longevity Pay

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Longevity Pay.

The City will provide longevity pay to an employee starting the full pay period that includes the employee's twentieth (20th) anniversary date with the City.

Eligible employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

Police Assistant I

Completion of 5 years of service	\$26.19/pay period
Completion of 10 years of service	\$52.38/pay period
Completion of 15 years of service	\$122.08/pay period
Completion of 20 years of service	\$152.79/pay period

Police Assistant II

Completion of 5 years of service	\$28.91/pay period
Completion of 10 years of service	\$57.82/pay period
Completion of 15 years of service	\$134.92/pay period
Completion of 20 years of service	\$168.65/pay period

Police Service Officer I

Completion of 5 years of service	\$31.51/pay period
Completion of 10 years of service	\$63.02/pay period
Completion of 15 years of service	\$147.05/pay period
Completion of 20 years of service	\$183.81/pay period

Police Service Officer II

Completion of 5 years of service	\$34.78/pay period
Completion of 10 years of service	\$69.56/pay period
Completion of 15 years of service	\$162.31/pay period
Completion of 20 years of service	\$202.89/pay period

Crime Scene Investigator II

Completion of 5 years of service	\$36.63/pay period
Completion of 10 years of service	\$69.56/pay period
Completion of 15 year of service	\$162.35/pay period
Completion of 20 years of service	\$202.89/pay period

The City shall report to PERS longevity Pay provided to employees.

SECTION 12. Training Pay

If a Police Services Officer or a Police Assistant is assigned to perform training, the City will provide the employee a four and one-half percent (4.5%) increase their base salary while assigned to perform such training.

Employees assigned to perform training shall indicate on their time cards the number of hours that they spent performing training.

SECTION 13. Differential Pay

- A. Shift Differential – Employees shall be entitled to shift differential pay of 5% for swing shift and 8% for graveyard for the total number of hours worked during any shift when a minimum of four (4) hours of an employee's shift occurs during the swing shift (shift begins on or after 1000 hrs.) or graveyard shift (shift begins on or after 1800 hrs.), as applicable. Shift Differential pay shall apply to both scheduled and non-scheduled shift work assignments which include voluntary and mandatory overtime assignments. Employees whose work hours extend into the swing or graveyard shifts due to overtime, shall be paid the applicable shift differential pay for the actual number of hours worked during the swing or graveyard shifts, in addition to the overtime compensation.

Employees may not work the same bid shift for more than 18 months.

- B. Animal Control Differential – Employees in the Police Service Officer I classification who are specifically assigned to perform "animal control" duties during a shift, who perform "animal control" duties on an emergency basis during a specific shift, or who perform "animal control" duties during a specific shift when no employee is specifically assigned to perform "animal control" duties shall receive differential pay in the amount of twenty dollars and twenty-six cents (\$20.26) for each shift in which they meet any of these qualifications.

SECTION 14. Uniform Allowance and Replacement

The City shall pay uniform, clothing, safety and personnel equipment allowance as follows:

1. Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II \$9.23 per pay period of active duty.
2. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of \$110, at the time of appointment.
3. The City reserves the right to provide uniforms in lieu of the allowances provided for herein.

Affected employees occupying the classifications of Police Service Officer I/II, Crime Scene Investigator I/II and Police Assistant I/II shall have unseviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

SECTION 15. Promotions

In all cases where an employee promoted to a classification in for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent (5%) the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise approved by the Department Head. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the supervisor's base rate shall be advanced to a step in their salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

SECTION 16. Promotional Examinations

For the purpose of interpreting Chapter 6, Personnel Merit System, Section 1-6-9 (B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a "sufficient number" shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources

Examinations may be specified by the Personnel Officer, as promotional only, as open competitive only, or as both open competitive and promotional.

WORK SCHEDULES

SECTION 17. Assignment of Work Schedule

- A. Employees shall either work a 3/12 or a 4/10 work schedule depending on their classification.
- B. The Department may assign an employee in the Police Assistant I/II or Police Service Officers I/II classification to a work schedule sufficient to provide the Department coverage 24 hours per day and seven (7) days per week.
- C. The Department may assign employees in the Crime Scene Investigator I/II classifications to a work schedule sufficient to provide coverage during the regular business hours of the Department.
- D. If operational needs require and the change in work schedule is intended to be permanent, the Department may assign employees to work a different schedule.

In the event of such a change to an employee's work schedule, the Department shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need

requiring the change to the employee's work schedule.

SECTION 18. Lunch Periods

The City may require that employees perform work duties during their lunch periods. Consequently, the City will compensate employee for such time in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements.

SECTION 19. Recall Pay

Employees who are required to return to work in-person other than during the employees' regularly scheduled hours of work shall be credited with a minimum of four (4) hours work.

Employees who are required to return to work for purposes of participating in a virtual meeting (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of two (2) hours work.

The recall time and pay shall be included in the work period during which the recall work was performed for purposes of calculating overtime.

SECTION 20. Training Recall Pay

Employees who are required to return to train at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

Employees who are required to participate in a virtual training (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of two (2) hours work.

OVERTIME

SECTION 21. Overtime Distribution

The City shall assign overtime work as equitably as possible among all employees who are in the same classification and the same organizational unit.

To the extent possible, the City shall assign overtime to individuals who volunteer for such assignments.

However, in making overtime assignments, the City may consider special skills required to perform particular work.

SECTION 22. Overtime Authorization

Employees must receive direction or approval to work overtime.

However, employees who are engaged in a safety-sensitive assignment that cannot be abandoned may continue performance of such assignment without prior approval to work overtime.

SECTION 23. Overtime

- A. Overtime Calculation – An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times their regular rate of pay. The City, for purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

Reimbursable overtime and forced hire overtime are not subject to the sick and vacation paid leave time exclusion noted above. Forced hire overtime is defined to mean when an employee is required/recalled to return to work by the department. The Supervisor will release a recalled/rehired employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

- B. Regular Rate of Pay - 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 Fair Labor Standards Act ("FLSA"). Therefore, as used in this MOU, the "regular rate of pay" is the total inclusive compensation 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.
- C. Designated Work Week - For FLSA purposes, the City establishes the following workweeks for employees in this bargaining unit as described in Article 2, Section 15:
1. For employees who are assigned to a 3/12 work schedule, the workweek shall begin four (4) hours into the eight (8) hour shift that they are scheduled to work such that no consecutive seven (7) day period shall exceed forty (40) hours.
 2. For employees who are assigned to a 4/10 work schedule, the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday.
- D. Definition of Hours Worked - For purposes of calculating overtime pay the City will include holiday leave as time worked.

The City will not consider the following non-working time as time worked for purposes of calculating overtime:

1. Utilization of non-paid leaves of absence (*e.g.*, leave without pay);
2. Travel time to and from the work site when reporting for required work or training;
3. All time in off-duty voluntary training assignments (*e.g.*, homework, study time, meal time, sleep, etc.);
4. All off-duty travel; or
5. All time for personal preparation and clean up, excluding donning and doffing uniforms required for the performance of job duties.

SECTION 24. Compensatory ("Comp") Time

- A. Employee may accumulate no more than one-hundred twenty (120) hours of accrued compensatory time off ("CTO").
- B. Requests for the use of CTO by the employee shall be granted within a reasonable period of time following the request, unless the request would unduly disrupt operational needs.
- C. Employees may use CTO in conjunction with vacation with the prior approval of the Department Head.
- D. Employees may cash in accrued compensatory time, once per calendar year, at the employee's current base rate of pay, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employee will be made on or about the 10th of December.
- E. Upon separation or death, employees shall receive payment for one hundred percent (100%) of their accumulated compensatory leave. CTO payouts shall be paid at the employee's base salary hourly rate of pay.

SECTION 25. Court On-Call Pay

- A. Except as set forth below, off-duty employees who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) hours of paid overtime at a rate of time and one-half their regular rate of pay as defined in this MOU for each session the employee is in an on-call status. Off-duty personnel who are placed in an on-call status for court during both the morning and the afternoon sessions will receive six (6) hours of paid overtime at a rate of time and one-half their regular rate of pay.

Employees will not receive on-call pay if they are:

- 1. Called into court that session (in which 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., administrative leave, etc.).
- B. Employees shall not have the option of reporting to work in lieu of being in an on-call status.
 - C. Employees who are in an on-duty status are not eligible for court on-call pay.
 - D. Employees entitled to court on call pay shall accrue "limited use" time off in lieu of pay.

SECTION 26. Court Call-Back Pay

- A. An employee called into court while off-duty shall be paid overtime for all time served plus travel time or three (3) 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. Employees entitled to court on call pay shall accrue "limited use" time off in lieu of pay.

ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

- A. Health Insurance Coverage: Employees receive coverage under a Public Employees' Medical and Hospital Care Act ("PEMHCA") plan administered by the Public Employees' Retirement System ("PERS").

Employees who elect to be covered under such plan may choose between Health Maintenance Organization ("HMO") and indemnity medical coverage plans.

- B. City Health Contribution: The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMHCA to cover certain costs associated with the premiums associated with the coverage for the employee and their eligible dependent(s)' medical costs.

The City's maximum contributions shall be as follows:

1. Effective January 1, 2023, the City will contribute \$1,700 per member per month for employee health insurance coverage;
2. Effective January 1, 2024, the City will contribute \$1,750 per member per month for employee health insurance coverage;
3. Effective January 1, 2025, the City will contribute \$1,800 per member per month for employee health insurance coverage; and
4. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health insurance coverage; and

An employee shall be responsible for any employee premium amount that exceeds the City contribution amount described above. The City will deduct such amount from the employee's paycheck through a pre-tax payroll deduction.

The City no longer provides employees who opt out of health coverage under the City plan the option to receive cash in lieu of such coverage.

SECTION 2. Dental Insurance

The City provides fully paid dental insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 10.

SECTION 3. Vision Insurance

The City provides fully paid vision insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 10.

SECTION 4. Flexible Spending Account

Pursuant to applicable law, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to employee paid insurance premiums, non-reimbursed medical expenses and dependent care expenses.

Participation in the FSA program is voluntary.

SECTION 5. Retiree Health Insurance Contribution

For bargaining unit members who possess five (5) years' CalPERS service credit, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to that amount described in Article 3, Section 1, Subdivision B above.

A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity. The City's maximum per month contribution outlined in Article 3, Section 1, Subsection B includes the PEMHCA minimum contribution required under Government Code section 22892. As required by Government Code section 22892(b), the City's contribution will be an equal amount for both employees and retirees.

SECTION 6. Retiree Dental and Vision

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans, 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.

SECTION 7. Long Term Disability ("LTD") Insurance

The City provides employees with a fully paid long term disability insurance policy which allows continuance of two-thirds (2/3) of the first \$9,750 of the employee's monthly salary with a maximum monthly benefit of \$6,500.

The policy applies to non-job-related injuries and illnesses.

Benefits are payable following a sixty (60) day waiting period.

The maximum benefit period may vary depending on the employee's age at the time of the disabling injury or illness.

SECTION 8. State Disability Insurance ("SDI") Program

The City provides employees the opportunity to access State Disability Insurance ("SDI") through the Employment Development Department ("EDD").

All actual costs associated with participation in the SDI Program will be the responsibility of employees.

SECTION 9. Life Insurance

The City will provide a \$50,000 Basic Life Insurance policy for each employee.

SECTION 10. Dental, Vision and Life Insurance Contribution

The City's aggregate contribution for current dental, vision and life insurance for the term of this agreement shall be set and fixed at \$184.25 per month.

The City shall provide vision benefits for each employee and the employee's eligible dependents.

Within the monthly contribution cap currently established for dental, vision and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage shall be made after the City makes its contribution to provide vision benefits for an employee and their dependents.

SECTION 11. Retirement

- A. Employees who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") (those members shall be referred to as "classic members") are enrolled in either the California Public Employees' Retirement System ("CalPERS") retirement plans commonly referred to as the 2% at age 55 retirement plan ("Tier I") or the 2% at age 60 retirement plan ("Tier II") and shall be provided the benefits described below:

Tier I: Employees hired before November 6, 2012 shall be eligible for the following retirement benefits:

1. 2% at age 55 retirement formula;
2. Retirement benefits based on the employee's single highest compensation earnable for one (1) year.
3. Pre- and Post-Retirement Death Benefits; and
4. Public Agency Retirement System ("PARS") Retirement Enhancement Plan, generally described as one-half percent (0.5%) at age 55 for all employees hired on or prior to December 31, 2012.

To be eligible, employees must satisfy the following conditions: (1) be hired by the City for a position within the bargaining unit before October 1, 2012; (2) be at least age fifty-five (55) at the time of retirement; (3) have fifteen (15) years of full-time continuous

service to the City; and (4) retire from the City.

This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled, as described above.

Pursuant to a side letter between the City and PSSEA entitled, "Public Agency Retirement System Retirement Enhancement Plan ('PARS') and the November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment"), the City and PARS Retirement Enhancement Plan participants have agreed to discontinued the PARS Retirement Enhancement Plan such that participants will no longer be eligible for retirement enhancements and will no longer be obligated to make contributions to fund the Plan.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

Tier II: Employees hired between November 6, 2012 and December 31, 2012 who were not existing CalPERS members at the time of their hiring shall be eligible for the following retirement benefits:

1. 2% at age 60 retirement formula;
2. Retirement benefits based on the highest compensation earnable for one (1) year;
3. Pre- and Post-Retirement Death Benefits.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

- B. Tier III: Employees hired on or after January 1, 2013 and who meet the definition of "new member" under PEPRA are enrolled in the following retirement plan ("Tier III") and shall be provided the benefits described below:

Tier III: Employees hired on or after January 1, 2013 shall be eligible for the following retirement benefits:

1. 2% at age 62 retirement formula;

2. "Final compensation" based on the employee's highest average annual "pensionable compensation" earned by the member during a period of at least thirty-six (36) consecutive months and their retirement benefits shall be calculated based on "pensionable compensation" rather than "compensation earnable";
3. Pre- and Post-Retirement Death Benefits.

Employees shall individually pay a Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which the "new member" is enrolled as may be adjusted by CalPERS per PEPRA.

C. All retirement plan benefits shall be integrated with Social Security.

SECTION 12. Workers' Compensation Provisions

A. Permanent employees who sustain job-related injuries or illnesses that are compensable under the California Workers' Compensation Laws shall be entitled to receive:

1. Seventy-five percent (75%) of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.

However, to the extent that an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall ensure that the employee receives that one hundred percent (100%) of their regular compensation during the first thirty (30) calendar days following the injury, whether through Workers' Compensation or otherwise. No employee shall receive more than their regular compensation.

2. Thereafter, for a period of up to (1) one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent (75%) of the employee's regular monthly salary and the amount of any temporary disability payments under the California Workers' Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.
3. These payments shall be provided without deductions for State or Federal Income Taxes to the extent allowable by the Internal Revenue Service.

B. In order for an employee to be posted in the payroll book as being off-duty due to an job-related injury or illness, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor. Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

SECTION 13. Education Reimbursement Program

The City may provide employees who complete work-related college courses with a grade of "C" or better up to \$2,000 per calendar year for the cost of tuition and books.

In order to qualify for receipt of such funds the employee must obtain either pre-authorization or approval for reimbursement from their Department Head, Human Resources Director and the City's Chief Financial Officer, or such employees' designees.

Employees who participate in the reimbursement program must provide a copy of their grade(s) for verification and execute an agreement which provides for the following:

Educational Reimbursement – "I certify that I successfully completed the course(s), and received a grade of 'C' or better. 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 employment, voluntarily or through termination, with cause, within one (1) year after the completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between the employee's completion of the course for which they are being reimbursed and their last day of employment with the City and the percentage of the total reimbursement to be refunded to the City.

Months Worked between Date the Course was Completed and the Final Day at Work	Percentage to be Refunded to the City (%)
1	100
2	100
3	90
4	80
5	70
6	60
7	50
8	40
9	30
10	20
11	10
12	0

New hires are ineligible to participate in this program until they pass probation.

SECTION 14. Employee Assistance Program ("EAP")

The City provides employees and immediate family members' confidential assistance, referrals, and counseling through the EAP. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.

Basic level includes three (3) session per member per incident per year.

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

Employees shall accrue vacation leave at the following rates depending on their years of service to the City:

Years of Continuous Service with the City	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0 - 5 years	108 hours	4.15 hours	216 hours
6 - 10 years	132 hours	5.08 hours	264 hours
11 - 15 years	156 hours	6.00 hours	312 hours
16 + years	188 hours	7.23 hours	376 hours

SECTION 2. Vacation Accrual Cap

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective three months after the adoption of the MOU by the City Council, the City will impose a hardcap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will forfeit the amount of vacation in excess of the hardcap.

SECTION 3. Vacation Use

Employees may use their accrued vacation leave after six (6) months of employment.

All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee.

SECTION 4. Vacation Cash Out – Active Employees

- 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 in Article 4, Section 1, 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 in Article 4, Section 1.

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).

- D. The City shall administer the cash out twice annually, starting in December 2023 and every 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.

SECTION 5. Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 4, Section 3, employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

SECTION 6. Sick Leave Accrual

Employees accrue sick leave at a rate of eight (8) hours per month.

SECTION 7. Sick Leave Cap

For employees hired after the date the City Council adopts the MOU, the City will limit the accrual of sick leave to six hundred (600) hours.

For employees hired on or before the date that the City Council adopts the MOU, the City will allow the accrual of sick leave in excess of six hundred (600) hours subject to a mandatory cash out as described below.

SECTION 8. Sick Leave Cashout

For employees hired on or before the date on which the City Council adopts the MOU, the City will cash out any accrued sick leave in excess of six hundred (600) hours on December 1 of each year. The City will provide the cash out by direct deposit.

Upon separation or death, the City shall cashout sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cashout of accrued sick leave in the event that the City terminates such employee for cause.
2. For an employee who has been employed by the City for five (5) or more years and separates from City employment, the City shall provide the employee a cashout at an amount equal to one-half (1/2) the value of the sick leave that the employee accrued, but did not use (*i.e.*, one-half (1/2) the sick leave hours accrued, but not used, paid at the employee's base salary hourly rate of pay).
3. For an employee who has been employed by the City for five (5) or more years and separates as a result of a service retirement, disability retirement or death, the City shall provide the employee a cashout at an amount equal to the full the value of such sick leave (*i.e.*, all of the sick leave hours, accrued, but not used, paid at the employee's base salary hourly rate of pay).
4. For an employee who has not been employed by the City for at least five (5) years, but who separates from the City for whatever reason, the City shall not provide the employee any cashout for sick leave accrued, but not used.
5. For an employee who separates from City employment for a reason other than termination prior to December 1st while maintaining an accrued balance of sick leave in excess of 600 hours, the City shall also provide the employee seventy percent (70%) of the sick leave accrued, but unused, since the preceding December 1st.

SECTION 9. Fitness for Duty

Upon the recommendation of a Department Head or their designee the Director of Human Resources may, before permitting an employee to return to work from a sick or medical leave, require a fitness for duty examination.

SECTION 10. Sick Leave to Provide Care for Family Members

Employees are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.

For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.

For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

SECTION 11. Holidays

The City recognizes the following days as paid holidays for City employees:

1. January 1st
2. The third (3rd) Monday in January (Martin Luther King Jr. Day)
3. The third (3rd) Monday in February (President's Day)
4. The last Monday in May (Memorial Day)
5. July 4th
6. The first (1st) Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. December 24th
11. December 25th
12. December 31st

SECTION 12. Holiday Pay

The City may require that employees in the bargaining unit work on the above enumerated City holidays. The City's authority to require that employees work on City holidays shall supersede any side letter agreement or past practice on this subject that may provide otherwise.

The City will provide to employees in the bargaining unit Holiday Pay in an amount equivalent to 120 hours of compensation at the employee's regular base rate of pay. The City will provide such Holiday Pay on or about the 10th of December annually.

SECTION 13. Personal Leave Day

- A. Each employee shall receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 3/12 schedule shall receive 12 hours, employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

- B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees one (1) day of Personal Leave.
- C. The City will credit employees with one (1) day of Personal Leave every January during the term of the Agreement.

- D. Newly hired bargaining unit members hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

SECTION 14. Bereavement Leave

In the event of the death of an employee's "family member", as defined in Article 4, Section 10, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used within three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

SECTION 15. Emergency Leave

In the event of a personal emergency, an employees may, upon request, be permitted to use paid leave (e.g., vacation, Floating Holiday or accumulated CTO) to attend to the emergency. Employees shall not use emergency leave unless they provide notice of the personal emergency.

The City may require that the employee substantiate the circumstances surrounding the personal emergency.

SECTION 16. Catastrophic Leave

Catastrophic leave means leave for employees who are unable to work as the result of a serious injuries or illnesses and who have exhausted all of their paid leave.

The City shall administer catastrophic leave pursuant to the City of El Segundo Catastrophic Leave Bank Policy negotiated by the City and Association and revised in 2009. During the term of this Agreement, should the City adopt a Catastrophic Leave Bank Policy following a meet and confer with the Association, the City shall administer catastrophic leave consistent with that policy.

SECTION 17. Jury Duty

- A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.
- B. Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.
- C. Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.
- D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to

receive their regular compensation.

- E. Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.
- F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.
- G. Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.

ARTICLE 5 – EMPLOYER – EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. Organizational Security

Employees may elect to become dues- or service fee-paying members of Union.

In the event that an employee makes such an election, the employee shall inform the Union of such decision. The Union will then certify to the City the employees who have authorized the City to deduct from their paychecks the applicable due or service fee associated with such membership.

Employees who are members on the pay date following the City Council's adoption of this Agreement or who become members after that date shall maintain their membership in the Association for the term of this Agreement.

The City will rely on the certifications from the Union concerning which employees have authorized the deductions of due or service fee associated with such membership.

SECTION 2. Union Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs; and
3. Provide the Union with a list of newly hired employees in the bargaining unit within 30 days of the employee being hired.

SECTION 3. Designation of Board Members and Release Time

The Union may designate up to two (2) bargaining unit members to serve as Union representative in personnel matters.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, shall authorize release of a designated board member from normal duties to attend to or assist in personnel matters involving Union members, unless such Union board member is needed in order to perform urgent or emergent work for the City. In the event that the designated board member is unavailable to attend to or assist in the personnel matter, another designated board member will be released for this purpose.

The City shall not withhold authorization of release time for this purpose.

In total, the City will provide the Union up to one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters involving Union members. Such time shall not include release time for the purpose of engaging in meet and confer with the City. In the event that the Association exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Association shall meet to discuss the City's provision to designated board members of a reasonable amount of additional time to attend to such matter.

Designated board members shall report the time used to attend to personnel matters during their regular working hours on their timecards.

SECTION 4. Designation of Bargaining Team Members and Release Time

The Union may designate up to three (3) bargaining unit members to serve as regular bargaining team members during the meet and confer process for successor MOU negotiations and other matters related to decision and effects bargaining.

The Association may request that the City recognize additional bargaining unit members to participate in bargaining in order to address subjects with which such employees have subject matter expertise. The City shall not unreasonably deny the participation of such individuals in bargaining. The City may limit the participation of such individuals to the negotiation of subjects with which such individuals possess subject matter expertise.

The Association may designate a reasonable number of non-City employees to serve as representatives of the Association and to participate in bargaining. The participation of such individuals will not count against the three (3) bargaining team members that the Association may designate.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, will authorize release of Union bargaining team members from their normal duties to prepare for or participate in bargaining with the City.

The City shall not withhold authorization of release time for this purpose.

During the meet and confer process, the City shall provide the regular bargaining team members sufficient release time to prepare for and participate in negotiations with the City.

The City shall provide each bargaining unit member two (2) hours of paid release time to participate in the vote to ratify a tentative agreement for the successor MOU to this Agreement. The City will not provide other release time to non-bargaining team members for purposes of engaging in matters related to bargaining, except as described in this section

Employees designated as bargaining unit team member shall report the time used to conduct such business during their regular working hours on their timecards.

SECTION 5. No-Strike

The Association agrees that during the term of this MOU City employees represented by the Association will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Association also agrees that their members employed by the City will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

SECTION 6. Association Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of Association members.

Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose.

The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Association within 30 days following their deduction.

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct all employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws and this Agreement.

The City shall not deter or discourage employees or applicants for employment from becoming or remaining members of the Association, or from authorizing representation by the Association or from authorizing dues or fee deductions to the Association.

SECTION 7. Joint Labor Management Committee

Upon request, a joint labor management committee will meet to discuss matters within the scope of representation in order to foster improved communication between the City and PSSEA.

MANAGEMENT RIGHTS

SECTION 8. Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties 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.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to engage in the following conduct:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City;
3. Discipline employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work;
6. Take action as may be necessary to carry out the City's mission and services in emergencies; and
7. Determine the methods, means and personnel by which the operations are to be carried out and require overtime work by City employees.

LAYOFFS

SECTION 9. Grounds for Layoff

Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, 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 designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal.

The City Manager shall recommend to the City Council each classification to be affected by any such change.

SECTION 10. Notice to the Association and Employees

The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off.

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 11. 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.

SECTION 12. Tie Breaks

Provided that the seniority of two (2) employees is the same, 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 in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice.

Retention points are as follows:

1. "Unsatisfactory" rating = 0 retention points
2. "Below Standard" rating = 6 retention points
3. "Standard" rating = 12 retention points
4. "Above Standard" rating = 18 retention points
5. "Outstanding" rating = 24 retention points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

SECTION 13. 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, etc.

If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

SECTION 14. Displacement Rights

An employee designated for layoff as a result of elimination of a position or classification may displace (*i.e.*, "bump") an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is eliminated.

SECTION 15. Salary Placement

An employee who accepts appointment to a lower classification as a result of a displacement (*i.e.*, bumping) shall be placed on the step of the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

The employee accepting such appointment shall receive a new salary anniversary date on the effective date of the appointment.

The employee shall, however, retain seniority while their name remains on reemployment list or lists, as set forth in Section 13 below.

SECTION 16. Reemployment List

The names of permanent employees who have been laid off under this section (including employees who have bumped down to a lower classification) shall be placed, in order of seniority from most to least, on a reemployment list for their prior classification or any lower classification for which the employee is qualified by education or experience.

Persons on such lists shall retain eligibility for appointment to such classification(s) for a period of three (3) years from the date their names were placed on the list.

As a vacancy within such a classification becomes available, the name appearing at the top of the reemployment 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 re-employment offer without good cause shall be permanently removed from the re-employment list without right of appeal.

Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 17. Rights Upon Reemployment

If a person is reemployed by the City within three (3) years of their layoff, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be maintained or reinstated to the extent that it has not been paid out, as the case may be.

Reemployed employees shall be placed on the same salary step previously held upon reemployment, unless the individual is reemployed in a lower related classification in which case the employee shall be placed on the step for the lower classification with the salary than most

closely corresponds to, but in no case is higher than, the salary step of their previously held position.

SECTION 18. Seniority

For the purpose of this section, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service.

Total, continuous employment is that which is uninterrupted by separation and includes the following: (1) actual time worked; (2) authorized leave of absence, both paid and unpaid; (3) family leave, military leave; and (4) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of ninety (90) continuous days.

DISCIPLINE

SECTION 19. Discipline

The City will comply with the requirements set forth in Personnel Rule 14.4 in terms of providing notice to employees in the event that the City proposes certain disciplinary action against the employee (*i.e.*, The Department Head will inform the employee of the disciplinary action that the Department Head intends to recommend to the City Manager ("pre-Skelly notice")).

Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal, or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee.

The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager.

A written notice delivered to the employee in person, by email or by certified mail to the employee's address on file with the City.

GRIEVANCE PROCEDURE

SECTION 20. Definition of Terms

- A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).
- B. Grievant - A grievant is an employee or group of employees adversely affected by an act of omission of the agency.
- C. Day - A day is a working day.
- D. Immediate Supervisor - The first level supervisor of the grievant.

SECTION 21. Time Limits

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

SECTION 22. Procedure

The Association may grieve on behalf of an individual, group of employees or the Association as a whole.

Grievances will be processed following the procedures set forth below.

- A. Level I - Within ten (10) 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 of the employee notifying the supervisor of the issue.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance:

In filing a grievance, the employee should set forth the following information:

1. The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 2. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 3. The date or dates on which the violation, misinterpretation or misapplication occurred.
 4. What documents, witnesses or other evidence supports the grievant's position.
 5. The remedy requested.
- A. Level III - If the grievance is not resolved by the immediate supervisor, the grievant may

present the grievance in writing to the Department Head within ten (10) days. The Department Head will respond in writing within ten (10) days.

- B. 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 ten (10) days. Alternatively, the grievant may elect to arbitrate the matter pursuant to the binding arbitration provisions set forth at Article 5, Section 25.

If the grievance is appealed to the City Manager, 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.

SECTION 23. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to be used for the purpose of resolving the following issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions.
2. Challenge the content of employee evaluations or performance reviews.
3. Challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
4. Reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

SECTION 24. Grievance Conferences

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

SECTION 25. Binding Arbitration

- A. Civil Claims:

Both the City and employees covered by this MOU agree that the claims described in this Section 6.07-A shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 *et seq.*, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this MOU shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing,

negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), and the Family and Medical Leave Act ("FMLA"), and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 6, Section 6 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this MOU 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 ("EEOC"), California Civil Rights Department of ("CRD"), and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.
3. To the fullest extent permitted by law, employees covered by this MOU agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 5, Section 25, Subdivision A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.
4. The City shall bear the costs of any arbitration conducted pursuant to this Article 5, Section 25, Subdivision A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not

authorized or are excessive.

B. Appeal of Discipline

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

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section, 3.23.B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 5, Section 22 of this MOU that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

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

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
 3. Any dispute over the validity, effect, or enforceability of the provisions of this subsection, shall be for a court of law and not an arbitrator to decide.
 4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU and the Arbitrator has no authority to add to, subtract from, or modify the MOU in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
 5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.
- D. This Article is entered into under the CAA and the MMBA, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Personnel File

The official personnel file of each employee shall be maintained in the Human Resources Department.

A unit member or Association representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 2. Personnel File: Derogatory Material

The City shall provide an employee a copy of any derogatory material that the City intends to place in the employee's personnel file that the City may use for disciplinary purposes.

The City will request that the employee acknowledge receipt of such derogatory material prior to it being placed in the employee's personnel file. In the event that the employee refuses to acknowledge receipt, the City shall indicate that the employee refused to acknowledge such receipt.

Employees shall have the right to provide a written statement rebutting any such derogatory material. In the event that an employee provides such rebuttal, the City shall attach the employee's written statement to the derogatory material and place both documents in the employee's personnel file.

SECTION 3. Termination Pay

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period at the base salary hourly rate of pay and the terminal salary warrant shall include accrued vacation pay to the time of termination.

SECTION 4. Savings

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

SECTION 5. Re-Opener

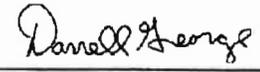
The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement.

**For the Police Support Services
Employees' Association:**

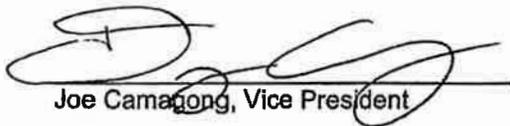
For the City:



John Hurtado, President



Darrell George
City Manager



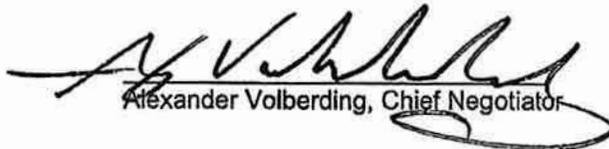
Joe Camagong, Vice President



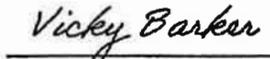
Rebecca Redyk
Director of Human Resources



Amy McDaniel, Secretary-Treasurer



Alexander Volberding, Chief Negotiator



Vicky Barker, Chief Negotiator

Date

6-21-2023

Date

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I
Police Assistant II
Police Service Officer I
Police Service Officer II
Crime Scene Investigator I
Crime Scene Investigator II

PSSEA Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/1/2022	10/1/2022		Crime Scene Investigator I	PSSEA	20ps	Hourly	32.47	5628.11	67537.26
							34.09	5909.51	70914.12
							35.80	6204.99	74459.89
							37.59	6515.23	78182.80
							39.47	6841.00	82091.99
10/1/2022	10/1/2022		Crime Scene Investigator II	PSSEA	21ps	Hourly	36.51	6327.63	75931.55
							38.33	6644.02	79728.25
							40.25	6976.21	83714.56
							42.26	7325.02	87900.28
							44.37	7691.28	92295.40
10/1/2022	10/1/2022		Police Assistant I	PSSEA	13ps	Hourly	23.75	4117.28	49407.39
							24.94	4323.15	51877.78
							26.19	4539.31	54471.68
							27.50	4766.27	57195.24
							28.87	5004.58	60055.00
10/1/2022	10/1/2022		Police Assistant II	PSSEA	17ps	Hourly	26.28	4554.92	54659.03
							27.59	4782.67	57391.98
							28.97	5021.80	60261.57
							30.42	5272.88	63274.60
							31.94	5536.54	66438.44
10/1/2022	10/1/2022		Police Service Officer I	PSSEA	22ps	Hourly	27.59	4781.75	57381.05
							28.97	5020.85	60250.18
							30.41	5271.89	63262.67
							31.94	5535.49	66425.84
							33.53	5812.26	69747.15
10/1/2022	10/1/2022		Police Service Officer II	PSSEA	26ps	Hourly	30.68	5318.07	63816.84
							32.22	5583.98	67007.74
							33.83	5863.17	70358.09
							35.52	6156.34	73876.05
							37.29	6464.15	77569.75

Equity Adjustments: Crime Scene Investigator I (5.10%); Crime Scene Investigator II (7.05%); Police Assistant I (6.89%); Police Assistant II (7.13%); Police Service Officer I (3.19%); Police Service Officer II (3.97%)

2% COLA
Effective July 1, 2023

Agreement No. 6676

PSSEA									
Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023		Crime Scene Investigator I	PSSEA	20ps	Hourly	33.12	5740.67	68888.01
							34.78	6027.70	72332.41
							36.51	6329.09	75949.09
							38.34	6645.54	79746.46
							40.26	6977.82	83733.83
7/1/2023	7/1/2023		Crime Scene Investigator II	PSSEA	21ps	Hourly	37.24	6454.18	77450.18
							39.10	6776.90	81322.82
							41.05	7115.74	85388.85
							43.10	7471.52	89658.29
							45.26	7845.11	94141.30
7/1/2023	7/1/2023		Police Assistant I	PSSEA	13ps	Hourly	24.23	4199.63	50395.53
							25.44	4409.61	52915.34
							26.71	4630.09	55561.12
							28.05	4861.60	58339.15
							29.45	5104.67	61256.10
7/1/2023	7/1/2023		Police Assistant II	PSSEA	17ps	Hourly	26.80	4646.02	55752.21
							28.14	4878.32	58539.82
							29.55	5122.23	61466.80
							31.03	5378.34	64540.10
							32.58	5647.27	67767.21
7/1/2023	7/1/2023		Police Service Officer I	PSSEA	22ps	Hourly	28.14	4877.39	58528.67
							29.55	5121.27	61455.18
							31.02	5377.33	64527.92
							32.57	5646.20	67754.36
							34.20	5928.51	71142.09
7/1/2023	7/1/2023		Police Service Officer II	PSSEA	26ps	Hourly	31.29	5424.43	65093.18
							32.86	5695.66	68347.89
							34.50	5980.44	71765.25
							36.23	6279.46	75353.57
							38.04	6593.43	79121.14

PSSEA									
Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2024	7/1/2024		Crime Scene Investigator I	PSSEA	20ps	Hourly	33.78	5855.48	70265.77
							35.47	6148.25	73779.05
							37.24	6455.67	77468.07
							39.11	6778.45	81341.39
							41.06	7117.38	85408.51
7/1/2024	7/1/2024		Crime Scene Investigator II	PSSEA	21ps	Hourly	37.98	6583.27	78999.19
							39.88	6912.44	82949.28
							41.87	7258.05	87096.62
							43.97	7620.95	91451.46
							46.17	8002.01	96024.13
7/1/2024	7/1/2024		Police Assistant I	PSSEA	13ps	Hourly	24.71	4283.62	51403.45
							25.95	4497.80	53973.64
							27.25	4722.70	56672.34
							28.61	4958.83	59505.93
							30.04	5206.77	62481.22
7/1/2024	7/1/2024		Police Assistant II	PSSEA	17ps	Hourly	27.34	4738.94	56867.25
							28.71	4975.88	59710.62
							30.14	5224.68	62696.13
							31.65	5485.91	65830.90
							33.23	5760.21	69122.55
7/1/2024	7/1/2024		Police Service Officer I	PSSEA	22ps	Hourly	28.70	4974.94	59699.24
							30.14	5223.69	62684.29
							31.64	5484.87	65818.48
							33.23	5759.12	69109.45
							34.89	6047.08	72564.93
7/1/2024	7/1/2024		Police Service Officer II	PSSEA	26ps	Hourly	31.92	5532.92	66395.04
							33.52	5809.57	69714.85
							35.19	6100.05	73200.56
							36.95	6405.05	76860.64
							38.80	6725.30	80703.57

2% COLA
Effective July 1, 2025

Agreement No. 6676

PSSEA									
Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025		Crime Scene Investigator I	PSSEA	20ps	Hourly	34.46	5972.59	71671.08
							36.18	6271.22	75254.63
							37.99	6584.79	79017.43
							39.89	6914.02	82968.22
							41.88	7259.72	87116.68
7/1/2025	7/1/2025		Crime Scene Investigator II	PSSEA	21ps	Hourly	38.74	6714.93	80579.17
							40.68	7050.69	84608.26
							42.71	7403.21	88838.56
							44.85	7773.37	93280.48
							47.09	8162.05	97944.61
7/1/2025	7/1/2025		Police Assistant I	PSSEA	13ps	Hourly	25.21	4369.29	52431.51
							26.47	4587.76	55053.12
							27.79	4817.15	57805.79
							29.18	5058.00	60696.05
							30.64	5310.90	63730.84
7/1/2025	7/1/2025		Police Assistant II	PSSEA	17ps	Hourly	27.89	4833.72	58004.60
							29.28	5075.40	60904.83
							30.75	5329.17	63950.06
							32.28	5595.63	67147.52
							33.90	5875.42	70505.00
7/1/2025	7/1/2025		Police Service Officer I	PSSEA	22ps	Hourly	29.28	5074.44	60893.22
							30.74	5328.16	63937.97
							32.28	5594.57	67134.85
							33.89	5874.30	70491.63
							35.58	6168.02	74016.23
7/1/2025	7/1/2025		Police Service Officer II	PSSEA	26ps	Hourly	32.56	5643.58	67722.94
							34.19	5925.76	71109.15
							35.90	6222.05	74664.57
							37.69	6533.15	78397.85
							39.58	6859.80	82317.64