

***COMPREHENSIVE MEMORANDUM***  
***OF***

***UNDERSTANDING***

**JULY 1, 2003 – JUNE 30, 2008**

**THE EL SEGUNDO  
POLICE OFFICERS' ASSOCIATION**

## **TABLE OF CONTENTS**

<b><u>ARTICLE 1</u></b>		<b><u>GENERAL PROVISIONS:</u></b>	
Section	1.01	Preamble	Page 6
Section	1.02	Management Rights	Page 6
Section	1.03	Savings Clause	Page 7
Section	1.04	No-strike Clause	Page 7
Section	1.05	Association Dues Deduction	Page 7
Section	1.06	Association Administrative Time	Page 8
Section	1.07	Association Hearing Cost Contribution	Page 8
Section	1.08	Maintenance of Existing Benefits	Page 8
Section	1.09	Non-Discrimination	Page 8
<b><u>ARTICLE 2</u></b>		<b><u>SALARY:</u></b>	
Section	2.01	Salary	Page 9
Section	2.02	Salary Schedule Calculation Methodology	Page 9
Section	2.03	Step Advancement - Accelerated	Page 9
Section	2.04	Notice Requirement to Withhold Step Increase	Page 9
<b><u>ARTICLE 3</u></b>		<b><u>EDUCATION/CERTIFICATE INCENTIVE:</u></b>	
Section	3.01	Educational Compensation - Post 1993	Page 10
Section	3.02	Educational Compensation - Pre 1993	Page 10
Section	3.03	Longevity Achievement on Merit	Page 10
<b><u>ARTICLE 4</u></b>		<b><u>LATERAL ENTRY INCENTIVE PROGRAM:</u></b>	
Section	4.01	Lateral Entry Educational Incentive Pay	Page 11
<b><u>ARTICLE 5</u></b>		<b><u>TUITION AND BOOK REIMBURSEMENT PROGRAM:</u></b>	
Section	5.01	Policy and Eligibility	Page 11
Section	5.02	Undergraduate Studies	Page 11
Section	5.03	Post-Graduate Studies	Page 12

<b><u>ARTICLE 6</u></b>	<b><u>PROMOTIONS:</u></b>		
Section 6.01	Salary Differential upon Promotion	Page	12
Section 6.02	Educational Prerequisites for Promotional Positions	Page	12
<b><u>ARTICLE 7</u></b>	<b><u>NO-SMOKING CLAUSE:</u></b>		
Section 7.01	Establishment	Page	12
<b><u>ARTICLE 8</u></b>	<b><u>OVERTIME COMPENSATION:</u></b>		
Section 8.01	Pay for Public Relations Appearances	Page	13
Section 8.02	Court On-Call Pay	Page	13
Section 8.03	Call-Back Pay	Page	13
<b><u>ARTICLE 9</u></b>	<b><u>DIFFERENTIAL PAY:</u></b>		
Section 9.01	Motor Officer, Canine Officer, Detective and Special Assignment Pay	Page	13
<b><u>ARTICLE 10</u></b>	<b><u>PHYSICAL FITNESS INCENTIVE PROGRAM:</u></b>		
Section 10.01	Purpose	Page	13
Section 10.02	Department Policy	Page	13
Section 10.03	Program Components	Page	14
<b><u>ARTICLE 11</u></b>	<b><u>COMPENSATORY TIME:</u></b>		
Section 11.01	Maximum Accrual	Page	14
Section 11.02	Shooting and Physical Fitness Bank - Maximum Accrual	Page	15
Section 11.03	Firearms Qualification	Page	15
<b><u>ARTICLE 12</u></b>	<b><u>HOLIDAY PAY:</u></b>		
Section 12.01	Eligible Officers	Page	15
<b><u>ARTICLE 13</u></b>	<b><u>SICK LEAVE:</u></b>		

Section	13.01	Payment of Sick Leave Accrual After 10 Years Service	Page	15
Section	13.02	Payment of Sick Leave Accrual After 20 Years Service	Page	15
Section	13.03	Payment on Disability Retirement	Page	15
<b><u>ARTICLE 14</u></b>		<b><u>VACATION LEAVE:</u></b>		
Section	14.01	Accrual Schedule For Employees On or After July 1, 1994	Page	16
Section	14.02	Accrual Schedule For Employees Hired Before July 1, 1994 - Closed Participation	Page	16
Section	14.03	Vacation Sell Back	Page	16
<b><u>ARTICLE 15</u></b>		<b><u>BEREAVEMENT LEAVE:</u></b>		
Section	15.01	Maximum Leave Time	Page	16
Section	15.02	Immediate Family Members Defined	Page	16
<b><u>ARTICLE 16</u></b>		<b><u>JURY DUTY:</u></b>		
Section	16.01	Provision	Page	17
<b><u>ARTICLE 17</u></b>		<b><u>HEALTH BENEFITS:</u></b>		
Section	17.01	Medical Insurance Continuation - On Duty Death	Page	17
Section	17.02	Optical, Dental, and Life Insurance	Page	17
Section	17.03	Medical Contract	Page	17
Section	17.04	City Medical Contribution	Page	18
<b><u>ARTICLE 18</u></b>		<b><u>UNIFORM AND SAFETY EQUIPMENT ALLOWANCE:</u></b>		
Section	18.01	Provision & Annual Allowance	Page	18
<b><u>ARTICLE 19</u></b>		<b><u>RETIREMENT BENEFITS:</u></b>		
Section	19.01	PERS Retirement Formula	Page	18

Section	19.02	PERS “Pick-Up”	Page	18
Section	19.03	Optional Contract Provisions	Page	18
Section	19.04	Minimum Service with City of El Segundo to Receive Retirement Benefits	Page	18
Section	19.05	Retiree Health Insurance Contribution Program	Page	18
Section	19.06	Police Trainee Retirement Plan	Page	19
<b><u>ARTICLE 20</u></b>		<b><u>DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT:</u></b>		
Section	20.01	Direct Deposit	Page	19
Section	20.02	Flexible Spending Account	Page	19
<b><u>ARTICLE 21</u></b>		<b><u>COMPUTER LOAN PROGRAM:</u></b>		
Section	21.01	Initial Loan	Page	19
Section	21.02	Prior & Outstanding Balances	Page	19
Section	21.03	Requirements & Conditions	Page	19
<b><u>ARTICLE 22</u></b>		<b><u>MATERNITY POLICY:</u></b>		
Section	22.01	Policy	Page	20
<b><u>ARTICLE 23</u></b>		<b><u>CATASTROPHIC LEAVE PROGRAM:</u></b>		
Section	23.01	Definition of a Catastrophic Illness or Injury	Page	20
Section	23.02	Eligible Employees for Donation and Program Usage	Page	20
Section	23.03	Policy Procedures	Page	20
<b><u>ARTICLE 24</u></b>		<b><u>LAYOFF PROCEDURES:</u></b>		
Section	24.01	Grounds for Layoff	Page	21
Section	24.02	Notice to Employees	Page	21
Section	24.03	At-Will Employees	Page	21
Section	24.04	Procedures for Layoff	Page	21

Section	24.05	Breaking Ties	Page	21
Section	24.06	Reduction to a Vacant Position	Page	21
Section	24.07	Displacement Rights	Page	22
Section	24.08	Salary Placement	Page	22
Section	24.09	Reemployment List	Page	22
Section	24.10	Letter of Layoff	Page	22
Section	24.11	Rights on Reemployment	Page	22
Section	24.12	Appeal	Page	22

**ARTICLE 25**      **GRIEVANCE PROCEDURE:**

Section	25.01	Definition of Terms	Page	23
Section	25.02	Time Limits	Page	23
Section	25.03	Procedure	Page	23
Section	25.04	Matters Excluded from the Grievance Procedure	Page	24
Section	25.05	Conferences	Page	24

**ARTICLE 26**      **POLICIES**

---

Section	26.01	<u>Occupational Injury and Illness Policy</u>
---------	-------	-----------------------------------------------

---

Section	26.02	<u>Disability Retirement Policy</u>
---------	-------	-------------------------------------

---

Section	26.03	<u>Fitness for Duty Policy</u>
---------	-------	--------------------------------

**ARTICLE 27**      **TERM OF AGREEMENT:**

Section	27.01	Term	Page	24
---------	-------	------	------	----

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

**ARTICLE 1    GENERAL PROVISIONS:**

**Section 1.01    Preamble**

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

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

**Section 1.02    Management Rights**

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

- B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Memorandum of Understanding is intended to circumscribe or modify the existing right of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out.

**Section 1.03 Savings Clause**

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

**Section 1.04 No-Strike Clause**

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

**Section 1.05 Association Dues Deduction**

The City agrees to:

- A. Provide official dues deductions for all employees who subscribe to Association membership;
- B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs;
- C. Provide the Association with a list of newly-hired employees in the representation unit monthly.

**Section 1.06 Association Administrative Time**

Effective August 1, 2003, The Association is granted officers and board members will be allowed up to a total of (240) (90) hours (as a group) per year of paid Association Administrative Leave (AAL) for the conduct of Association's business and for its members to participate in activities that further the interests or prestige of the Association.. These activities shall include, but shall not be limited to, purpose of attending the Peace Officers' Research Association of California conference, attending or other conference or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by with the approval of the Police Chief. Effective August 1, 2004, July 1, 2004, the foregoing allowance for AAL administrative leave will be increased to 300 hours (as a group) per year.

**Section 1.07 Association Hearing Cost Contribution**

Commencing on July 1, 1999, the Association will pay for one-half of the costs incurred in connection with Los Angeles County Civil Service Commission hearings to a maximum of \$3,000 per year.

**Section 1.08 Maintenance of Existing Benefits**

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

**Section 1.09 Non-Discrimination**

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

**ARTICLE 2    SALARY:**

**Section 2.01    Salary**

A. Police Officers and Sergeants

1. Salary tables for Police Officers and Police Sergeants, effective July 1, ~~2003~~ 2000, are depicted on Attachment A of the Memorandum of Understanding.

2. Effective July 15, 2006, the salary schedule will be increased by ~~4.12%~~ 2.12%\*

3. Effective July 15, 2007, the salary schedule will be increased by 4.45%\*

\* - subject to Article 17, Section 17.04, these salary increases may be decreased to offset the cost of the medical insurance premiums. (See Article 17, Section 17.04)

B. Contingency Increases

1. Subject to the provisions of Article 17, Section 17.04 below, the salary schedule may increase by as much as 10% (in the aggregate) over the last 4 years of the contract. Such increases are contingent upon new business license revenues and new net sales tax revenues (collectively "New Revenues"). New Revenues are defined as business license revenues and sales tax revenues generated from businesses entering and doing business in the City for the first time after September 30, 2003 and does not include:

- a. Businesses doing business in the City as of September 30, 2003 that expand or transfer locations within the City or consolidate their business from locations outside the City to within the City;
- b. New businesses that are formed after September 30, 2003 but are controlled or owned (majority interest) by businesses located in the City as of September 30, 2003; or
- c. Mergers and acquisitions that in anyway involve businesses that were located in the City as of September 30, 2003 even if the resulting entity is an entity that was not located in the City as of September 30, 2003.

Additionally, financial incentives of any type whatsoever to any business generating New Revenues and payments the City is required to make to any entity based upon the providing of such incentives shall be deducted from the New Revenues for purposes of determining the amount of revenues eligible for the contingent payments contemplated hereunder.

New sales tax revenue will be determined by confirming with the City's sales tax consultant a list of new sales tax producers generated after September 30, 2003 and evaluated at the end of each fiscal year. For purposes of this Agreement "new sales tax producers" shall mean the same thing as new businesses, as described above. Any new sales tax counted toward the 10% contingency will be net of any revenue or offsetting costs that may be required by, or as a part of, a development or other tax sharing agreement. The Association agrees that it will not interfere with or otherwise impede the City's ability to enter into a tax sharing/reduction agreement or similar arrangement with new businesses.

2. The revenue contained in the contingency pool is cumulative and any eligible revenue generated beginning in year one of this Agreement will be designated to the contingency pool over the term of the contract.

3. Employees are eligible to receive salary increases beginning in the second year of this Agreement. The unit will receive a 1% salary increase for each \$120,000 in increased new revenue (as described above); provided however, that pursuant to Article 17, Section 17.04, the first .83% of contingency money will be used to offset the cost of anticipated medical insurance premium increases. (For example, if the new revenue by the second year is \$240,000, the unit will receive a 1.17% salary increase; if the new revenue by the second year is \$60,000, the unit will receive no salary increase and third year revenues will have to be more than \$39,600 (.33%) in order to generate a salary increase for the unit.)

---

Increases will be pro-rated, as necessary. The determination regarding funding for these increases will be made following the receipt of revenue figures for the applicable fiscal year.

4. The maximum salary increase that can be generated by this contingency formula is capped at 4.0% each year beginning with the October 2004 payment date. There will be no cap for the year ending October 2008, provided however, that the cumulative maximum contingency payment for the time period October 1, 2004 through October 1, 2008 may not exceed 10%. Although contingency increases, if any, will be effective on the first day of the first pay period in October of each year (beginning October 2004 and ending October 2008), the actual payment may be delayed due to the need to determine available funding (see above) and the processing of the appropriate payroll documents.

**B. Police Officer Trainee (non-sworn)**

1. A Police Officer Trainee classification shall be established to be compensated at 80 percent of the Police Officer "A" Step.
2. A Police Service Officer who is appointed to the position of Police Officer Trainee shall continue to receive his/her former rate of pay as a fixed amount as long as it exceeds the salary to which he/she would otherwise be entitled based on job performance and length of service as a Police Officer Trainee. The affected employee's salary shall change to the appropriate salary range for his/her classification upon that salary being more than the aforementioned frozen ("Y-rated") salary.

**Section 2.02 Salary Schedule Calculation Methodology**

The phrase "total pay" as used herein is the sum of gross regular pay and deferred pay as shown in the Police Safety Series of the El Segundo Administrative Code, except that effective July 7, 1984, total pay shall be calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

**Section 2.03 Step Advancement - Accelerated**

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

**Section 2.04 Notice Requirement to Withhold Step Increase**

The City shall have the option during or after the term of this agreement to provide employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of

the pay period which begins after the employee's anniversary date.

**ARTICLE 3**     **EDUCATION/CERTIFICATE INCENTIVE:**

**Section 3.01**     **Education Compensation - POST 7-1-93 Non Lateral Entry Level Sworn Hirees:**

- A. Presently, non-lateral entry level sworn hirees commence employment at “A” Step of the police officer salary range. Such hirees qualifying for and possessing an Associates degree at the time of hire will be initially employed at “B” Step; such hirees qualifying for and possessing a Bachelors degree at the time of hire will be initially employed at the “C” Step; such hirees qualifying for and possessing a Masters degree at the time of hire, will be initially employed at the “D” Step;
- B. Said hirees will be eligible to receive education compensation upon successful completion of actual service as follows:
  - 1. Qualification for and possession of Associates degree - 5% of base salary per month after completion of two (2) years of actual service;
  - 2. Qualification for and possession of Bachelors degree - 12% of base salary per month after completion of three (3) years of actual service;
  - 3. Qualification for and possession of Masters degree - 18% of base salary per month after completion of four (4) years of actual service.
- C. No Post 7-1-93 hirees will be eligible for any compensation related to the holding of any POST certificates or other non-degree certificates or licenses.
- D. This provision will expire on July 31, ~~June 30~~, 2004.

**Section 3.02**     **Education Compensation - PRE 7-1-93 Sworn Police Officer Employees (Continuation of Present Program with Exception of (3) and (4)):**

- A. As regards sworn peace officers employed by the City on or before July1, 1993, the following POST certificate compensation shall be applicable:
  - 1. Affected employees who have qualified for and possess an Intermediate POST certificate, shall receive 5% of base salary per month as and for a POST certificate compensation award.
  - 2. Affected employees who have qualified for and possess an Advanced POST certificate, shall receive a total of 10% of base salary per month as and for a POST certificate compensation award.
  - 3. Effective July 5, 1997, affected employees who have qualified for and possess a Bachelor’s degree shall receive an additional 2% of base salary per month for a total compensation of 12% per month.
  - 4. Affected employees who have qualified for and possess a Master’s Degree shall receive 15% of base salary per month. Effective July 5, 1997, affected employees who have qualified for and possess a Masters degree shall receive an additional 3% of base salary per month for a total additional compensation of 18% per month.
- B. Except as described in Article 3, Section 3.02.A.3 & 3.02.A.4] no pre 7-1-93 hirees will be eligible for any compensation related to the qualification and possession of “degrees.”
- C. This provision will expire on July 31, ~~June 30~~, 2004.

### **Section 3.03 Educational Compensation**

- A. Effective August 1, ~~July 1,~~ 2004, employees will be eligible for education compensation as follows:
1. Qualification for and possession of 60 units or AA degree or Intermediate POST Certificate – 5% of base salary per month after completion of two (2) years of ~~sworn law enforcement actual~~ service.
  2. Qualification for and possession of 60 units or AA degree and Intermediate POST Certificate – 7.5% of based salary per month after completion of two (2) years of ~~sworn law enforcement actual~~ service.
  3. Qualification for and possession of Advanced POST Certificate – 12% of base salary per month after completion of three (3) years of ~~sworn law enforcement actual~~ service.
  4. Qualification for and possession of Bachelors degree – 15% of base salary per month after completion of three (3) years of ~~sworn law enforcement actual~~ service.
  5. Qualification for and possession of Master’s Degree – 20% of base salary per month after completion of four (4) years of ~~sworn law enforcement actual~~ service.

### **Section 3.04 Certification Requirement for Educational Compensation**

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

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

### **Section 3.053 Longevity Achievement on Merit**

1. ~~Steps W and X of the Basic Total Salary Schedules are longevity provisions and are to be used in applying the following policy:~~

1. ~~Effective August July 1, 2003~~0~~, employees shall be compensated for longevity as follows: their services at the step of level O of the applicable Base Total Salary Schedule to which they are entitled plus the applicable percent of salary shown below upon fulfilling the respective continuous law enforcement service longevity requirements:~~

A. ~~Upon completion of five years of paid, full-time sworn law enforcement service an additional seven and one-half five percent (7.5%) (5%).~~

B. ~~Upon completion of ten years of paid, full-time sworn law enforcement service an additional nine percent (9%).~~

C. ~~Upon completion of fifteen years of paid, full-time sworn law enforcement service an additional twelve and one-half ten percent (12.5%) (10%).~~

D. ~~Upon completion of twenty years of paid, full-time sworn law enforcement service an additional fifteen percent (15%).~~

E. ~~Upon completion of twenty-six years of paid, full-time sworn law enforcement service an additional twenty-five percent (25%).~~

2. ~~Effective August July 1, 2005, employees shall be compensated for longevity as follows: their services at the step of level O of the applicable Base Total Salary Schedule to which they are entitled plus the applicable percent of salary shown below upon fulfilling the respective continuous law enforcement service longevity requirements:~~

A. ~~Upon completion of five years of paid, full-time sworn law enforcement service an additional ten percent (10%).~~

B. ~~Upon completion of ten years of paid, full-time sworn law enforcement service an additional twelve and one-half percent (12.5%).~~

C. ~~Upon completion of fifteen years of paid, full-time sworn law enforcement service an additional fifteen percent (15%).~~

D. ~~Upon completion of twenty years of paid, full-time sworn law enforcement service an additional seventeen and one-half percent (17.5%).~~

E. ~~Upon completion of twenty-six years of paid, full-time sworn law enforcement service an additional twenty-seven and one-half five percent (27.5% 25%).~~

3. ~~Effective July 15, 2006, employees shall be compensated for longevity as follows: their services at the step of level O of the applicable Base Total Salary Schedule to which they are entitled plus the applicable percent of salary shown below upon fulfilling the respective continuous law enforcement service longevity requirements:~~

A. ~~Upon completion of five years of paid, full-time sworn law enforcement service an additional twelve and one-half percent (12.5%).~~

B. ~~Upon completion of ten years of paid, full-time sworn law enforcement service an additional fifteen percent (15%).~~

- C. Upon completion of fifteen years of paid, full-time sworn law enforcement service an additional seventeen and one-half percent (17.5%).
- D. Upon completion of twenty years of paid, full-time sworn law enforcement service an additional twenty percent (20%)
- E. Upon completion of twenty-six years of paid, full-time sworn law enforcement service an additional ~~thirty~~ ~~twenty seven and one half percent (30% 27.5%).~~

4. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity; the employee is suspended without pay; or the employee's most recent annual performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this benefit because of a substandard annual performance evaluation shall be evaluated quarterly thereafter until the supervisor deems quarterly evaluations to be no longer necessary . Once an employee receives his or her first If the employee's quarterly performance evaluation, is later rated standard or above, the under the terms stated above shall have their longevity pay shall be reinstated on the first payroll period following the employee's his/her requalification and may not be removed until the employee receives a further below standard or unsatisfactory annual evaluation..

**ARTICLE 4 LATERAL ENTRY INCENTIVE PROGRAM:**

**Section 4.01 Lateral Entry Educational Incentive Pay**

Police Officers who enter the service of the El Segundo Police Department under the Lateral Entry Program will be eligible to receive educational incentive pay as follows:

- A. Qualification for and possession of an Associate's Degree - 5% of base salary with a minimum of two years of sworn law enforcement experience.
- B. Qualification for and possession of a Bachelor's Degree - 12% of base salary with a minimum of three years of sworn law enforcement experience.
- C. Qualification for and possession of a Master's Degree - 18% of base salary with a minimum of four years of sworn law enforcement experience.
- D. Effective July 31, 15, 2004, this section will expire, and all lateral hires will be eligible for education incentive pay pursuant to Section 3.03.

**ARTICLE 5 TUITION AND BOOK REIMBURSEMENT PROGRAM:**

**Section 5.01 Policy and Eligibility**

The following college-level tuition and book reimbursement program shall be applicable to all unit members:

**Section 5.02 Undergraduate Studies (*Studies undertaken in pursuit of an Associate's or a Bachelor's degree*).**

- A. The City shall reimburse each affected employee in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California or California State University, whichever is higher.

- B. Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail," evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

**Section 5.03 Post-Graduate Studies** (*Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor's*).

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

**Section 5.04 Tuition Reimbursement Program – effective August ~~July~~ 1, 2003.**

- A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, whichever is higher. All employees who are enrolled in graduate or undergraduate programs as of August 1, 2003, shall be permitted to complete their respective graduate or undergraduate degrees under the terms of the former Tuition Reimbursement program (See Sections 5.02 and 5.03 above).
- B. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript ~~from an accredited institution having its campus in the State of California,~~ evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail," evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

**ARTICLE 6 PROMOTIONS:**

**Section 6.01 Salary Differential upon Promotion**

The City shall have the option to compensate supervisors newly appointed to their positions after July 1, 1986 at a base rate as long as it is higher than the base rate of their subordinates (no minimum 5% pay differential), exclusive of longevity pay, educational incentive pay, and special assignment pay.

**Section 6.02 Educational Prerequisites for Promotional Positions**

- A. Any applicant seeking to participate in any segment of a Sergeant's examination where said segment is administered on or after January 1, 2000, must possess an Associate's Degree or higher degree or possess a transcript documenting sixty or more semester units, or an equivalent amount of quarter or term units, earned towards a Bachelor's Degree from a university or college accredited by POST standards.
- B. An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain, where said segment(s) is administered on or after January 1,

2005, must be qualified for and possess a Bachelor's degree at the time of participating in any such segment(s) of the examination.

**ARTICLE 7**     **NO-SMOKING CLAUSE:**

**Section 7.01**     **Establishment**

All personnel employed on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

**ARTICLE 8**     **OVERTIME COMPENSATION:**

**Section 8.01**     **Pay for Public Relations Appearances**

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

**Section 8.02**     **Court On-Call Pay**

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

Officers will not receive on call pay if they are:

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

Personnel on-call for court during non-scheduled work hours will be paid a flat 2 hours at time and one half (3 hours total). Employees who are on-call for court and are not scheduled to work, or recalled to work by the Police Department, shall not have the option of reporting to work.

B. Officers shall not have the option of reporting to work in lieu of being in an on-call status. held over on "on call" status after twelve noon, shall be paid an additional two (2) hours pay at time and one half (3 hours total).

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

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

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

**Section 8.03 Call-Back Pay**

A minimum of 2 hours of work time at one and one-half the employee's regular rate of pay shall be credited for all call backs. Effective August July 1, 2004, a minimum of 4 hours of work time at one and one-half the employee's regular rate of pay shall be credited for all call backs.

**Section 8.04 Court Call-Back Pay**

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

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

**ARTICLE 9 DIFFERENTIAL PAY:**

**Section 9.01 Motor Officer, Canine Officer, Detective and Special Assignment Pay**

The City shall provide differential pay as follows:

Effective July 1, 2000, The City will pay Motor Officers a differential pay equal to 6% above gross regular pay Step E of the employee's classification a Police Officer without incentives; and the City will pay detectives, canine officers and employees designated by the Chief of Police as having special assignments a differential pay equal to 4.5% above gross regular pay Step E of the employee's classification a Police Officer without incentives.

Effective August July 1, 2004, the City will pay Motor Officers a differential pay equal to 9% above gross regular pay Step E of the employee's classification a Police Officer without incentives; and the City will pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, a differential pay equal to 7.5% above gross regular pay Step E of the employee's classification a Police Officer without incentives. An employee who leaves a differential pay assignment in order to work in patrol shall be entitled to a "return to patrol pay" equal to 5% above his/her gross regular pay. Only those employees assigned to patrol shall receive "return to patrol" pay.

**Section 9.02 Bilingual Pay**

Effective ~~August~~ ~~July~~ 1, 2005, an employee who demonstrates conversational fluency in Spanish (or any other language designated by the Police Chief), and is assigned to duties in which language skills are regularly used such language skills as part of his/her assignment, shall be entitled to premium compensation of 2.5% above his or her base pay. Effective July 15, 2007, bilingual pay will be increased to 5% above the employee's base pay. The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay.

**ARTICLE 10 PHYSICAL FITNESS INCENTIVE PROGRAM:**

**Section 10.01 Purpose**

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

**Section 10.02 Department Policy**

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

**Section 10.03 Program Components**

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

A. Fitness Examination:

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

B. Fitness Assessment:

1. The fitness assessment is the voluntary component of the program and will be administered by a department fitness coordinator and fitness committee.
2. The assessment will be a test to measure components of physical fitness which are:
  - a. Cardio-vascular
  - b. Strength
  - c. Body composition
  - d. Flexibility

The assessment will be administered quarterly and will apply standards developed and used

by the Cooper Aerobics Institute, Dallas, Texas, and will include sliding scales based on age and sex.

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

**ARTICLE 11    COMPENSATORY TIME:**

**Section 11.01    Maximum Accrual**

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours. The time bank shall be divided into separate banks for shooting and physical and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness and shooting pay.

**Section 11.02    Shooting and Physical Fitness Bank - Maximum Accrual**

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

**Section 11.03    Firearms Qualification**

Police Officers and Police Sergeants will receive paid time off for firearms qualification as follows:

<u>Class</u>	<u>Time Off for Proficiency per Quarter (3 Calendar Months)</u>
Distinguished Expert	8 hours
Expert	6 hours
Sharpshooter	4 hours
Marksman	2 hours
Qualifying	0 hours

**ARTICLE 12    HOLIDAY PAY:**

**Section 12.01    Eligible Officers**

Personnel who regularly work holidays shall be paid for twelve (12) eight (8) hour days in lieu of holidays on or about December 10 of each year. Effective January 1, 2006, personnel who regularly work holidays shall be credited with 120 hours of paid holiday leave in their holiday bank.

**ARTICLE 13 SICK LEAVE:**

**Section 13.01 Payment of Sick Leave Accrual - After 10 Years Service**

Employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 50% of their accumulated, unused sick leave at the employee's regular rate of pay in effect at the time of separation current rate. ~~Effective July 1, 2007, employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 75% of their accumulated, unused sick leave at the employee's current rate.~~

**Section 13.02 Payment of Sick Leave Accrual - After 20 Years Service**

Upon separation, after twenty (20) years of service as a sworn law enforcement officer, employees will be compensated at 90% of the employee's accumulated unused sick leave at the employee's current rate. Effective July 15, 2007, upon an employee's separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/er accumulated, unused sick leave at the employee's regular rate of pay in effect at the time of separation.

**Section 13.03 Payment on Disability Retirement**

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee's accumulated, unused sick leave at the employee's current rate.

**Section 13.04 Annual Sick Leave Payout**

On the first day of December of each year, employees who maintain a balance of 1056 hours of sick leave accrual shall be paid for one half the sick leave accumulated and not used during the preceding twelve month period. Effective July 15, 2006, the annual sick leave payout will be increased to 75%.

**Section 13.05 Family Emergency Leave**

Employees shall have the right to use nine (9) days of accumulated sick leave for family emergencies. Emergencies are generally of a medical nature, for illness or injury of a family member.

**ARTICLE 14 VACATION LEAVE:**

**Section 14.01 Accrual Schedule – For Employees Hired On or After July 1, 1994**

Except as set forth in subsection "E" below, effective August 1, 2003, vvacation shall be accrued pursuant to the following schedule:

- A. From commencement of the 1st year of service through and including completion of the 5<sup>th</sup> year of service – 96 hours per year.
- B. From commencement of the 6th year of service through and including completion of the 10<sup>th</sup> year of service – 120 hours per year.

- C. From commencement of the 11th year of service through and including completion of the 15<sup>th</sup> year of service – 144 hours per year.
- D. From commencement of the 16th year of service through and including completion of the 16<sup>th</sup> year of service ~~and for all years of service thereafter~~ – 176 hours per year.
- E. From commencement of the 17<sup>th</sup> year of service and for all years of service thereafter up to and including the 25<sup>th</sup> year – an additional 8 hours per years of service (ie., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). ~~per year. Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (ie., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter – 256 hours).~~ will be increased to 192 hours per year.

**Section 14.02 Accrual Schedule - For Employees Hired Before July 1, 1994**

Vacation for employees hired before July 1, 1994 shall be accrued in accordance with the following schedule:

- A. For the first seven years of continuous service with the City – 96 hours per year.
- B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.
- C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.
- D. From commencement of the 17<sup>th</sup> year of service and for all years of service thereafter up to and including the 25<sup>th</sup> year – increasing 8 hours per year of service (ie., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (ie., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours) – 184 hours per year. ~~Effective July 1, 2007, the hours will be increased to 192 hours per year.~~

**Section 14.03 Vacation Sell Back**

The City will allow employees in the Association to sell back 50% of their annual vacation accrual. ~~This will be allowed once during the first year of the agreement between July 1, 2000 and December 31, 2000 and once per calendar year thereafter.~~ The vacation sell back option is available for use by the employee after completion of one year of service with the City.

**ARTICLE 15 BEREAVEMENT LEAVE:**

**Section 15.01 Maximum Leave Time**

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

**Section 15.02 Immediate Family Members Defined**

The definition of the “immediate family” whose funeral or memorial proceeding qualifies for use of

bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

**ARTICLE 16    JURY DUTY:**

**Section 16.01    Provision**

Absences of affected employees due to jury duty will be governed by City policies and procedures applicable to employees in general.

**ARTICLE 17    HEALTH BENEFITS:**

**Section 17.01    Medical Insurance Continuation - On Duty Death**

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

**Section 17.02    Optical, Dental, and Life Insurance**

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of \$85 per month. Effective August July 1, 2005, the City's maximum dollar contribution will be increased to \$135 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: optical insurance first, then life insurance, and finally dental insurance. Effective July 1, 2005, the City's dollar contribution will be converted to salary and employees will thereafter, be responsible for payment of these insurance premiums.

- A. The City will adopt a dental plan and pay the premium cost for employees only. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.
- B. The City will provide every member of the Association with \$10,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.
- C. The City shall make available any city-wide improvements to the dental benefit, to the Association.
- D. Selection of the vision insurance plan carrier shall be made by the City.

**Section 17.03 Medical Contract**

~~Effective in January 1991, the~~ The City ~~will~~ contracts with the California PERS for the Public Employees' Medical and Hospital Care Program ~~for medical insurance.~~

**Section 17.04 City Medical Contribution**

The monthly City-paid Health Insurance Premium Contribution will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to employees under the Public Employees' Medical and Hospital Care Program in the Southern California area.

In recognition of the anticipated increased cost of City paid medical insurance premiums, particularly those beginning in the 2007 and 2008 calendar years, the compensation increases in this MOU will reflect a charge of .83%. In the event that contingency compensation is generated (See Section 2.01(B)) then the first .83% of the contingency increase will be used to offset the anticipated insurance increases. In the event that contingency compensation is insufficient to offset the .83% cost of insurance then the guaranteed compensation increases in the fourth and fifth years of the Agreement will be reduced by .415% each year (ie., July 2006 ~~will be reduced to 1.705%, and July 2007 will be reduced to 4.035%.~~

During the term of this Agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families ~~that (ie., provides comparable benefits to current plan, including, but not limited to, portability) that provides comparable benefits to the current plan at comparable cost(s) to the employees.~~ There will be no change in insurance plans prior to the January 2006 plan year without agreement of the parties.

**Section 17.05 Body Scan**

Effective July 15, 2006, employees will be eligible to receive a full body scan conducted once every ~~two (2) three (3)~~ years at City expense.

**ARTICLE 18 UNIFORM AND SAFETY EQUIPMENT ALLOWANCE:**

**Section 18.01 Provision & Annual Allowance**

The City shall provide required uniforms and safety equipment to eligible employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief. Employees eligible for a uniform cleaning allowance shall receive \$325.00 per year. ~~Effective August July 1, 2004, the uniform cleaning allowance will be increased to \$450.00 per year. Effective August July 1, 2005, the uniform cleaning allowance will be increased to \$500.00 per year. Effective July 15, 2006, the uniform cleaning allowance will be increased to \$675.00 per year. Effective July 15, 2007, the uniform cleaning allowance will be increased to \$715.00 per year.~~

**ARTICLE 19 RETIREMENT BENEFITS:**

**Section 19.01 PERS Retirement Formula**

~~Effective July 1, 2000, the~~ The City ~~has shall take action necessary to~~ implemented the 3% at 50 PERS retirement formula for all affected employees ~~as soon as possible.~~

**Section 19.02 PERS Pickup Reported as “Compensation Earnable”**

~~The City shall pay on behalf of each employee his or her required 9% “employee contribution” to CalPERS. Additionally, the City shall report a~~ set dollar amount equal to the nine percent (9%) “employee contribution” of the salary schedule pay rate applicable to public safety employees covered under the 3% @ 50 formula shall be reported ~~paid as deferred compensation towards the employee contribution~~ to the California Public Employees’ Retirement System as compensation earnable. Said contributions will also be paid on holiday pay received by eligible employees.

**Section 19.03 Optional Contract Provisions**

- A. The City shall provide “Level 4” 1959 Survivors Benefits
- B. The City shall provide the Single Highest Year formula.

**Section 19.04 Minimum Service with City of El Segundo to Receive Retirement Benefits**

Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo as a peace officer to receive the following benefits: pay for unused sick leave balance; the option of continuing to participate in the City’s group insurance programs; and the right to receive a contribution toward medical insurance for the retiree and 1 dependent.

**Section 19.05 Retiree Health Insurance Contribution Program**

~~The City will contribute to Effective upon City participation in the Public Employees’ Medical and Hospital Care Program the City will initiate a future~~ retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program. The program will provide for the following maximum contribution:

Year of Retirement	Amount of Monthly Contribution
1995 and <u>after above</u>	<u>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO’s available to employees under PEMHCA</u> <u>PEMCHA 100% of employee contribution</u>

**Section 19.06 Police Trainee Retirement Plan**

The City shall have the option during and after the term of this agreement to make application to the California Public Employees’ Retirement System and modify the duties and responsibilities of the Police Trainee position as may be necessary to qualify under the Miscellaneous Retirement Plan of the California Public Employees’ Retirement System.

**ARTICLE 20 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT:**

**Section 20.01 Direct Deposit**

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

**Section 20.02 Flexible Spending Account**

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

**ARTICLE 21 COMPUTER LOAN PROGRAM:**

**Section 21.01 Initial Loan**

All participants in the loan program will be eligible for an initial, interest free loan in the amount of \$4,000 (four thousand dollars).

**Section 21.02 Prior and Outstanding Balances**

An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

**Section 21.03 Requirements and Conditions**

- A. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at the currently interest rate of 3%. All loans would include a 36-month repayment term.
- B. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment.
- D. Anti-viral software shall be required as a prerequisite in granting requested loans.
- E. City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.
- F. The practice of "refinancing" to the maximum loan amount is prohibited. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.
- F. Loans shall be repaid through payroll deductions over a 3 year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

**ARTICLE 22 MATERNITY POLICY:**

**Section 22.01 Policy**

An officer ~~to~~ may transfer to a light duty assignment, at any point during pregnancy, with physician verification of a need for placement in a light duty assignment. Additionally, an officer, upon return from leave of absence, will resume her previous assignment or bid on a position wherever possible.

**ARTICLE 23 CATASTROPHIC LEAVE PROGRAM:**

**Section 23.01 Definition of a Catastrophic Illness or Injury**

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

**Section 23.02 Eligible Employees for Donation and Program Usage**

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

**Section 23.03 Policy Procedures**

- A. **Administration** - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.
- B. **Donation Requests** - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.
- C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 120 leave hours after his or her donation.
- D. Donations of accumulated time are irrevocable.
- E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

**ARTICLE 24 LAYOFF PROCEDURES:**

**Section 24.01 Grounds for Layoff** - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

**Section 24.02 Notice to Employees** - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

**Section 24.03 At-Will Employees** - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee

shall revert to his/her previously held classification and position without loss of seniority.

**Section 24.04** **Procedures for Layoff** - A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

**Section 24.05** **Breaking Ties** - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

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

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

**Section 24.06** **Reduction to a Vacant Position** - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

**Section 24.07** **Displacement Rights**

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

**Section 24.08** **Salary Placement**

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

**Section 24.09 Reemployment List**

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

**Section 24.10 Letter of Layoff**

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

**Section 24.11 Rights on Reemployment**

If a person is reemployed by the City within three years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

**Section 24.12 Appeal**

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

**ARTICLE 25 GRIEVANCE PROCEDURE:**

**Section 25.01 Definition of Terms**

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

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

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

**Immediate Supervisor** - The first level supervisor of the grievant.

**Section 25.02 Time Limits**

A. Compliance and Flexibility

With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. Calculation of Time Limits

Time limits for the appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.

C. Failure to Meet Time Limits

Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

**Section 25.03 Procedure**

Grievances will be processed as follows:

A. **Level I** - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.

B. **Level II** - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.

1. **Procedure for Filing a Grievance** - In filing a grievance, the employee should set forth the following information:

- a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
- b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
- c. The date or dates on which the violation, misinterpretation or misapplication occurred.
- d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.
- e. The remedy requested.

C. **Level III** - If the grievance is not resolved by the second level supervisor, the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. **Level IV** - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) days. The City Manager or designee will

conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

**Section 25.04 Matters Excluded from the Grievance Procedure**

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

**Section 25.05 Conferences**

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

**ARTICLE 26 POLICIES**

**Section 26.01 Occupational Injury and Illness Policy**

\_\_\_\_\_ The parties have agreed ~~upon to the adoption of~~ an Occupational Injury and Illness Policy, ~~dated July 22, 2003.~~

**Section 26.02 Disability Retirement Policy**

\_\_\_\_\_ The parties have agreed ~~upon to the adoption of~~ a Disability Retirement Policy, ~~dated July 22, 2003.~~

**Section 26.03 Fitness for Duty Policy**

\_\_\_\_\_ The parties have agreed ~~upon to the adoption of~~ a Fitness for Duty Policy, ~~dated July 3, 2003.~~

**ARTICLE 27 TERM OF AGREEMENT:**

**Section 27.01 Term**

The term of this MOU shall commence on July 1, 2003~~0~~ and ~~shall~~ end on June 30, 2008~~3~~ with regard to all provisions except, however, that the obligation to make the October 2008 payment of contingency revenues, if any, shall survive the June 30, 2008 end date of this Agreement.

For the Police Officers Association:

\_\_\_\_\_  
Rob Wexler

\_\_\_\_\_  
John Sellens, President

\_\_\_\_\_  
Calvin Smith, Vice President

\_\_\_\_\_  
Roger Stephenson, Board Member

\_\_\_\_\_  
~~Harold Jeffers~~, Board Member

\_\_\_\_\_  
~~Carlos Mendoza~~, Board Member

For the City:

\_\_\_\_\_  
~~Rick Kopenhefer~~

\_\_\_\_\_  
Bret Plumlee, Finance Director

\_\_\_\_\_  
~~Jack Wayt~~, Police Captain

\_\_\_\_\_  
~~Ron Green~~, Police Captain

\_\_\_\_\_  
Bob Hyland, Senior Human Resources Analyst