

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE CITY OF EL SEGUNDO
 AND
 THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
 EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
 BARGAINING UNIT)**

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ARTICLE 1 - GENERAL PROVISIONS

Article 1.01 **Preamble**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into between the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES BARGAINING UNIT), hereinafter referred to as "Union", 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.

Article 1.02 **Conclusions and Term of Agreement**

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 on October 1, 2018 and end September 29, 2022.

This Memorandum of Understanding 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.

Article 1.03 **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 to implement the provisions of this MOU, the parties agree to meet and confer.

Article 1.04 **Recognition**

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department Support Services representation 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.

Article 1.05 **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 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, discipline 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, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 **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;
3. Provide the Union with a list of newly hired employees in the representation unit monthly.

Article 1.07 **Organizational Security**

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily became members of Union and those unit employees who voluntarily become members of Union during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Union membership within forty-five (45) calendar days prior to the agreement expiration date. The Union shall indemnify and hold harmless the City and its Council individually and collectively from any legal costs and/or damages arising from claims, demands, or liability by reason of litigation arising from this article. The Union agrees to pay the City all legal fees and legal costs incurred in defending the City or its officers, employers, or agents against any court action or administrative action

challenging the legality or constitutionality of the provisions of this article or its implementation.

Article 1.08 **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.

Article 1.09 **No-Strike**

The Union agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or 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 Union also agrees that their members employed by the City of El Segundo 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.

Article 1.10 **Non-Discrimination**

The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Union 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 City and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of the 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 1.11 **Steward's Time**

Upon timely request and for suitable reasons, the City Manager may authorize release of the Union Steward or his/her authorized representative from normal duties to assist in personnel matters involving Union members.

Article 1.12 Union Administrative Time

Union officers and board members will be allowed up to a total of 20 hours as a group per year of administrative leave to attend Union and labor relations seminars, when on a scheduled day off/vacation day. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager. During the meet and confer process, the City shall provide reasonable release time for bargaining unit members to participate in negotiations.

Article 1.13 Grievance Procedure

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

1. 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.
 - b. Steps within the Grievance Procedures will be completed within (10) ten working days.
- C. Day - A day is a working day.
- D. Immediate Supervisor - The first level supervisor of the grievant.

2. 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.

3. PROCEDURE

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 with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) 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:

- a. The specific section of the Memorandum of Understanding, 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. What documents, witnesses or other evidence supports the grievant's position.
 - e. The remedy requested.
- C. 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.
 - 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 ten (10) 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.

4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

- A. The grievance procedure is not intended to be used for the purpose of resolving complaints, 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.
- C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
- D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee's personnel file.

Article 1.14 Layoff Procedure

- 1. 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 his 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.
- 2. Notice to Employees - The City shall notify the Union 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 day's notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

3. 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 as at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.
4. 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 and shall mean seniority in City service.
5. 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 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:

"Unsatisfactory" Rating	-	0 points
"Improvement needed" Rating	-	6 points
"Satisfactory" Rating	-	12 points
"Exceeds expectations" Rating	-	18 points
"Outstanding" Rating	-	24 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.

6. 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. 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.

7. Displacement Rights - 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 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 abolished.

8. 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.
9. Re-Employment 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 re-employment offer 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.
10. Rights on Re-Employment - 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 lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

Article 1.15 **Personnel Policies**

1. Overtime Distribution - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Salaries

Effective the beginning of the pay period following Council adoption of this MOU, the base salary of each affected employee shall be increased by three percent (3%)

Effective the pay period which includes October 1, 2019, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2020, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2021, the base salary of each affected employee shall be increased by Two Percent (2%).

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars (\$2,000) to each "classic" member who is covered by this Memorandum of Understanding who is actively employed by the City on April 1 2019. The payment shall be made in the pay period that includes April 15, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars (\$2,000) to each "classic" member who is covered by this Memorandum of Understanding who was employed by the City on April 1, 2019 and is actively employed by the City on April 1, 2021. The payment shall be made in the pay period that includes April 15, 2021. The one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increase, and shall not be reported as compensation earnable.

Attached to this Memorandum of Understanding as Exhibits I and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2.01.

Article 2.02 Overtime/Compensatory Time

1. 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 his/her 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 as defined in Article 2.02(5) 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.

A. Regular Rate of Pay Is defined in 29 CFR 778.108 et.seq. The definition used in this MOU is for general reference and does not override the specific definitions set forth in the 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.

The parties acknowledge that the City does not pay the employee's seven percent (7%) PERS member contribution and consequently the employer paid member contribution of seven percent (7%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

2. Compensatory Time - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:
 - A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year. Effective March 30, 2019, employees can maintain up to one-hundred twenty (120) hours of accrued compensatory overtime at any one time and carry over unused time from year to year.
 - B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.
 - C. The employee can use up to forty (40) hours of compensatory time at any one time.
3. Cash in of Compensatory Time – 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.

4. Recall Minimum Hours - Employees who are required to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.
5. Mandatory Training – Employees who are required to return to work for training 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.

Article 2.03 **Family Sick Leave Utilization**

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law” -AB1522) and other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing family medical necessity-related care. Depending upon the applicable leave law, “family member” may be defined as including but not limited to children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.

Utilization of said sick leave shall be contingent upon the employee making application for sick leave use in accordance with the City’s policies and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.

Article 2.04 **Uniform Allowance and Replacement**

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

- A. Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II \$240 per year or equivalent per month of active duty.
- B. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of \$110, at the time of appointment.
- C. 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 unserviceable 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.

Article 2.05 Employee Group Insurance Programs

1. Medical

- A. Effective January 1991, the City will contract with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.
- B. Effective May 1, 2019, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,450.00.

Upon Council approval of the MOU, the City will file the required Resolution with CalPERS to increase the monthly City-paid health insurance premium contribution to \$1,450.00. Pursuant to CalPERS' regulations, the increased monthly City-paid health insurance premium contribution of \$1,450.00 shall become effective the first of the month following the month after the Resolution is received by CalPERS. For example, if the Resolution is received by CalPERS by September 30th, the new rate will be effective November 1st.

Effective January 1, 2020, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,500.00

Effective January 1, 2021, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,600.00

Effective January 1, 2022, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,650.00

Effective January 1, 2005, employees may opt out of insurance and receive \$250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt out". The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit. The parties agree to re-open negotiations, upon request of the City, of this provision to discuss elimination of this opt out benefit.

- C. Employee Assistance Program – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2017 monthly rate is 9.52 and is subject to change.

- D. 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.

Employees must have a minimum of five (5) years of service credit with CalPERS in order to be eligible for paid retiree medical insurance.

2. Dental

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at \$135.00 per employee per month.

3. Optical

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at \$135.00 per employee per month.

Article 2.06 Retirement

1. Effective _____ (date), employees classified as "classic" PERS members shall pay seven percent (7%) (pre-tax) of the CalPERS member contribution. Effective the beginning of the pay period following Council adoption, employees classified as "classic" PERS members shall contribute an additional One Percent (1%) [total of 8%] of the employee normal cost as provided under California Government Code section 20516.5.

- (a) Tier I - The City has amended its contract with the Public Employees' Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.
- (b) Tier II – The City has amended its contract with the California Public Employees' Retirement System (CalPERS) to implement the 2%@60 retirement formula in accordance with Government Code Section 21353. This formula applies to employees hired on or after December 30, 2012 who are already members of CalPERS.

Tier I and Tier II participants will have their final compensation based upon the "single highest year" pursuant to Government Code Section 20042.

- (c) Tier III – Members of this bargaining unit who are first employed by

the City on or after January 1, 2013, and are “new employees” and/or “new members” as defined by AB 340 (Public Employees Pension Reform Act) shall be provided with the 2%@62 retirement formula. Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members’ final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

4. The City has amended the contract between the Board of Administration, California Public Employees’ Retirement System and the City Council, City of El Segundo to provide Section 21548, “Pre-Retirement Optional Settlement 2 Death Benefit” for bargaining unit members (local miscellaneous members).

Article 2.07 **Differential Pay**

Shift Differential – Effective on the first day of the pay period in which ratification occurs, 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. Effective January 1, 2005, employees may not work the same bid shift for more than 18 months.

Animal Control Differential - Effective October 15, 2000, Police Service Officers 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 specific shift in which they meet any of these qualifications. (See Appendix E for side letter.) Animal Control Differential Pay does not apply to a Police Service Officer II.

Article 2.08 **Computer Purchase Program**

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum \$4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.
2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 35-month repayment term.
3. Anti-virus software shall be required as a prerequisite in granting requested loans
4. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time 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.
5. The 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. The City is to be notified of any exchange or updating of equipment.
6. Effective March 20, 2019, the computer loan program shall be eliminated. The City shall honor the computer loan requests from unit members who have submitted such requests prior to March 19, 2019 subject to the guidelines of the program.

Article 2.09 **Sick Leave**

1. Sick Leave Accumulation - Employees shall receive one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City.
2. Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave - Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.
3. Sick Leave Payment Upon Separation - Affected employees having a

minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

4. Sick Leave - Payment of One Hundred Percent of Accrual - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for one hundred percent (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th.

Effective upon Council adoption of the MOU, all sick leave payments under this provision shall be at the base salary hourly rate of pay.

5. Sick Leave Accrued - Payment on Termination Prior to December 1st - Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.
6. Sick Leave Certification - Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent forty or more consecutive hours must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor's certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, after an employee has used seventy-two (72) hours or more of sick leave during the employee's 12-month annual performance evaluation period, the employee's department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor's care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

7. Sick Leave Requests - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

Article 2.10 **Flexible Spending Account**

The City has implemented a Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code as a benefit to members of this bargaining unit. Each employee is eligible to participate in this plan.

Article 2.11 **Bereavement Leave/Emergency Leave**

- A. **Bereavement Leave** - An employee shall be granted three (3) working days if he/she is traveling less than five hundred (500) miles one way as measured from El Segundo City Hall. An employee shall be granted one (1) workweek if he/she is traveling more than five hundred (500) miles one way as measured from El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

- B. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

Article 2.12 **Step Advancement**

- 1. **Step Advancement Basic Salary Schedule** - 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 his or her first six months' service; Steps B, C, and D contemplate one year's service in each of such classification 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.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay Steps), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee's anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. 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. The accelerated salary advancement(s) shall not change the affected employee's anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. Class Series Classifications - Notwithstanding the provisions of Section A, the following classes:

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

The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

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 1.

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 his/her 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:

Length of service at Level I;

Acquisition of minimum requirements posted on the class specification and specialized skills required of the position;
Achievement of specific job-related goals and objectives during a specified period of time;
Increased ability to work without close supervision;
Ability to exercise increased individual judgment;
Ability to provide leadership and guidance to less experienced employees;
Ability to understand and properly apply departmental rules;
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.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources. Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved 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 the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. Longevity Pay - Employees to whom this Chapter 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.
4. 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. If the employee anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in

salary, unless specifically directed by the Council, 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 Council 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 B shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. 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 and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her 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.

Article 2.13 Workers' Compensation Provisions

A. Permanent employees who are members of the Public Employees' Retirement System and who receive injuries that are compensable under the California Workers' Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.
2. Thereafter, for a period of up to 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 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 the event 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 compensate the

employee for one hundred percent (100%) of time lost from work for the first thirty (30) calendar days.

In order for an employee to be posted in the payroll book as being off-duty due to an IOD, 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.

Article 2.14 **Holidays**

1. **Holiday Schedule** - The following Days shall be considered as holidays for City employees:

January 1st

The third Monday in January (Martin Luther King Jr. Day)

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4th

The first Monday in September (Labor Day)

November 11th (Veteran's Day)

Thanksgiving Day

Day After Thanksgiving Day

December 24th

December 25th

December 31st

2. **Holiday Pay** – Police Assistant I/II, Crime Scene Investigator I/II and Police Service Officers I/II who regularly are required to work on holidays, as is the current practice, shall be paid for one hundred twenty (120) hours in lieu of holidays on or about the 10th of December.

Article 2.15 **Life Insurance**

The City will provide a \$20,000 Life Insurance policy for each employee.

Article 2.16 **Vacation**

Employees shall receive either:

ORIGINAL ACCRUAL SCHEDULE

1. Twelve working days per year (96 hours) with full salary for the first seven

years of continuous service with the City.

2. Seventeen working days per year (136 hours) with full salary after seven years and until the completion of fourteen years of continuous service.
3. Twenty-two working days per year (176 hours) with full salary after fourteen years of continuous service.

OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Twelve days per year (96 hours) from commencement of the first year of service through and including completion of the fifth year of service.
2. Fifteen days per year (120 hours) upon commencement of the sixth year of service through and including completion of the tenth year of service.
3. Eighteen days per year (144 hours) upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.
4. Twenty-two days per year (176 hours) upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the "alternative" accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 1994. Failure to advise of an election to accrue vacation pursuant to the alternative schedule shall result in the employee continuing to accrue vacation on the "original" schedule. An election to accrue vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed one year's continuous service.

Article 2.17 Vacation Time Accumulation and Sale

Vacation time shall be accumulated from date of last continuous permanent 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. Earned vacations shall not be accumulated for a longer period than for two years' service.

Each calendar year, an employee may sell back his/her accumulated annual vacation up to a maximum of the annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. The rate of pay shall be at the base salary hourly rate of pay.

Article 2.18 **Vacation Time Accrual - For Temporary Industrial Disability**

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.

Article 2.19 **Long Term Disability Plan**

The City will add all unit members to its currently existing Long Term Disability Plan.

Article 2.20 **Direct Deposit**

It is agreed between the City and Union 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 Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.21 **Promotional Examinations**

For the purpose of interpreting Section 2.28.080(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 only, or as both open and promotional.

Article 2.22 **Standby Duty**

1. 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, 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. However, standby duty requires that employees:
 - A. Be ready to respond immediately.
 - B. Be reachable by paging device or telephone. The City may, in its' discretion, provide a paging device, e.g., a beeper, to an assigned standby duty employee.
 - C. Be able to report to work within one (1) hour of notification.
 - D. Refrain from activities which might impair their ability to perform

assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.

E. Respond to any call back during the assigned standby duty.

As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during standby assignment. The employee is liable for loss or damage to the paging device, which is caused by the employee's negligence or intentional acts.

3. 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.
4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.
5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay.
6. 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, unless the employee's department head approves, in writing, the provision of the normal standby period compensation.

Article 2.23 **Educational Incentive Pay**

Eligible employees shall be entitled to receive educational incentive pay as shown below. The incentive is paid on the employee's base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification and (b) were awarded such degree in one of the majors which had been approved by the Police Chief, in writing, prior to admission of the specific employee into that major.

Educational Incentive Pay

Police Assistant I	Associate Degree	\$94.58/month
	Bachelor Degree	\$189.16/month
Police Assistant II	Associate Degree	\$104.40/month
	Bachelor Degree	\$208.80/month
Police Service Officer I	Associate Degree	\$113.79/month
	Bachelor Degree	\$227.57/month
Police Service Officer II	Associate Degree	\$125.60/month

Bachelor Degree \$251.20/month

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

- i. The employee has been awarded a bachelor's degree; and
- ii. Was awarded such degree in one of the majors of public administration, business administration, engineering 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:

Educational Incentive Pay

Crime Scene Investigator I \$227.57

Crime Scene Investigator II \$251.20

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

Article 2.24 Longevity Pay

Effective the beginning of the next pay period following Council adoption of the MOU, employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

Longevity Pay

Police Assistant I

Completion of 5 years of service	\$56.75/month
Completion of 10 years of service	\$113.50/month
Completion of 15 years of service	\$264.50/month
Completion of 20 years of service	\$331.04/month

Police Assistant II

Completion of 5 years of service	\$62.64/month
Completion of 10 years of service	\$125.28/month
Completion of 15 years of service	\$292.32/month
Completion of 20 years of service	\$365.40/month

Police Service Officer I

Completion of 5 years of service	\$68.27/month
Completion of 10 years of service	\$136.54/month
Completion of 15 years of service	\$318.60/month
Completion of 20 years of service	\$398.25/month

Police Service Officer II

Completion of 5 years of service	\$75.36/month
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Completion of 10 years of service	\$150.72/month
Completion of 15 years of service	\$351.67/month
Completion of 20 years of service	\$439.59/month

Longevity Pay is reported as compensation to PERS.

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

Effective March 30, 2019, a Crime Scene Investigator II hired before May 10, 2014 shall receive the following longevity pay

Crime Scene Investigator II

Completion of 5 years of service	\$79.36/month
Completion of 10 years of service	\$150.72/month
Completion of 15 year of service	\$351.76/month
Completion of 20 years of service	\$439.59/month

Article 2.25 **Training Pay**

The Department agrees to increase the base salaries of Police Services Officers and Police Assistants by four and one-half percent (4.5%) while assigned training responsibilities.

Article 2.26 **Court On-Call Pay**

- A. Except as set forth below, off-duty personnel 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 his/her 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 his/her 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. IOD, 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.

Article 2.27 **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 - OTHER PROVISIONS

Article 3.01 **Drug-Free Workplace Statement and Substance Abuse Policy**

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.02 **Smoking Policy**

The parties have met and conferred in good faith regarding the adoption of a non-smoking policy dated October 5, 1994, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.03 **Education Reimbursement**

1. **Reimbursement Procedures** - Permanent employees may participate in the City's Educational Reimbursement Program.
2. **Repayment Upon Termination** - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

"I certify that I have successfully completed the course(s), receiving a grade of "C" or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with following schedule:

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

3. Eligible employees may receive no more than one thousand seven hundred fifty dollars (\$1,750.00) per calendar year under this program.

Article 3.04 **Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank as follows:

1. Purpose - To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.
2. Definition - A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.
3. Procedures
 - A. There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.
 - B. Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.
 - C. Sick leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

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

Article 3.05 Temporary Service in a Higher Classification

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

Article 3.06 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 the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a 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 his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.07 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.

Article 3.08 Jury Duty

Employees shall be entitled to a leave of absence for jury duty subject to compliance with all of the following conditions.

- A. The employee must provide written notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of jury duty.

- B. During the first two weeks of jury duty, an employee shall be entitled to receive his or her regular compensation.
- C. For any portion of jury duty that extends beyond the first two weeks, such extended jury duty period shall be without pay.
- D. Any compensation for the first two weeks of jury duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- E. While on jury duty, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours.
- F. The employee must provide documentation of his or her daily attendance on jury duty.

Article 3.09 **Physical Examinations**

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor's verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

Article 3.10 **Joint Labor Management Team**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Union shall create joint labor management teams to foster improved communication and productivity.

Article 3.11 **Disciplinary Action - Authority to Take**

Modify Personnel Rule 14.4 to include the following:

1. 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. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee's last known address shall constitute adequate notice.

Article 3.12 Policies

The parties have agreed upon an Occupational Injury and Illness Policy, dated June 23, 2004.

Article 3.13 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.

Article 3.14 Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Section 3.22 shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such as 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 or overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is

further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 3.22.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 3.22.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 Memorandum of Understanding

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

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 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 business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 1.13 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level 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. 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 3.23.C, shall be for a court of law and not an arbitrator to decide.

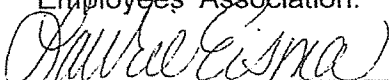
4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

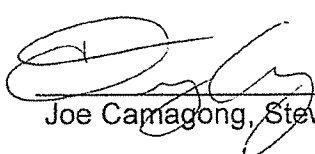
5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

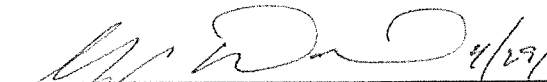
D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Millias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

For the Police Support Services
Employees' Association:


 4/22/19
Laurie Eisma, Steward

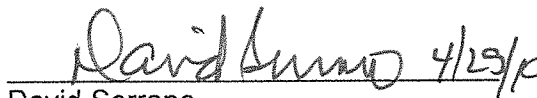
 # 970 04/22/19
Joe Camagong, Steward

 4/29/19
Gregorio Daniel,
Teamsters' Business Representative

4/29/19
Date

For the City:

 4-30-19
Greg Carpenter,
City Manager

 4/29/19
David Serrano
Director of Human Resources

Date

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

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

Appendix B

Side Letter Agreement to the 2007 – 2010 Memorandum of Understanding between the City of El Segundo and the El Segundo Police Support Services Employees Association

This side letter memorializes an agreement reached between the City of El Segundo and the El Segundo Police Support Services bargaining unit represented by California Teamsters Local 911 to reflect an agreement regarding the terms and conditions of employment for members of the bargaining unit. All other terms and conditions of the 2007 – 2010 Memorandum of Understanding shall remain in full force and effect.

The parties agree to the following:

- 1) Any reference to animal control duties in the Police Service Officer I class specification does not apply to the following personnel: Julio Martinez, Dean Sumi, Paul Saldana or Jan Mitsuda. However, if any of the listed personnel choose to perform animal control duties this side letter agreement would not preclude them from doing so. Nor does it preclude any of the listed personnel from promoting to the Police Service Officer II classification once they have met the minimum qualifications.

- 2) The City agrees to continue the Police Department's current practice of not scheduling employees in the job classification of Police Assistant I/II to work on Thanksgiving Day or Christmas Day. This practice is subject to the emergency and/or operational needs of the Department.

For the El Segundo
Police Support Services
Employees Association

For the City
of El Segundo

Date: _____

Date: _____

EXHIBIT 1
SALARY SCHEDULE

City of El Segundo
 Class and Salary Listing
 Monthly Base Salaries
 Adopted by Council

3 % - March 2019						
TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Crime Scene Investigator I	4,947.19	5,194.55	5,454.28	5,726.99	6,013.34	
Crime Scene Investigator II	5,460.77	5,733.81	6,020.50	6,321.53	6,637.60	
Police Assistant I	3,558.55	3,736.47	3,923.30	4,119.46	4,325.44	
Police Assistant II	3,927.98	4,124.38	4,330.59	4,547.12	4,774.48	
Police Service Officer I	4,281.04	4,495.09	4,719.85	4,955.84	5,203.63	
Police Service Officer II	4,725.48	4,961.75	5,209.84	5,470.33	5,743.84	

City of El Segundo
 Class and Salary Listing
 Monthly Base Salaries
 Adopted by Council

TITLE	2 % - October 1, 2019				
	STEP A	STEP B	STEP C	STEP D	STEP E
Crime Scene Investigator I	5,046.14	5,298.44	5,563.37	5,841.53	6,133.61
Crime Scene Investigator II	5,569.99	5,848.49	6,140.91	6,447.96	6,770.35
Police Assistant I	3,629.72	3,811.20	4,001.76	4,201.85	4,411.94
Police Assistant II	4,006.54	4,206.86	4,417.21	4,638.07	4,869.97
Police Service Officer I	4,366.66	4,584.99	4,814.24	5,054.96	5,307.70
Police Service Officer II	4,819.98	5,060.98	5,314.03	5,579.73	5,858.72

City of El Segundo
 Class and Salary Listing
 Monthly Base Salaries
 Adopted by Council

TITLE	2 % - October 1, 2020				
	STEP A	STEP B	STEP C	STEP D	STEP E
Crime Scene Investigator I	5,147.06	5,404.41	5,674.63	5,958.36	6,256.28
Crime Scene Investigator II	5,681.39	5,965.46	6,263.73	6,576.92	6,905.76
Police Assistant I	3,702.31	3,887.43	4,081.80	4,285.89	4,500.18
Police Assistant II	4,086.67	4,291.00	4,505.55	4,730.83	4,967.37
Police Service Officer I	4,453.99	4,676.69	4,910.53	5,156.06	5,413.86
Police Service Officer II	4,916.38	5,162.20	5,420.31	5,691.33	5,975.90

City of El Segundo
 Class and Salary Listing
 Monthly Base Salaries
 Adopted by Council

2% - October 1, 2021						
TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Crime Scene Investigator I	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	
Crime Scene Investigator II	5,795.01	6,084.77	6,389.00	6,708.45	7,043.88	
Police Assistant I	3,776.36	3,965.18	4,163.44	4,371.61	4,590.19	
Police Assistant II	4,168.40	4,376.82	4,595.66	4,825.44	5,066.72	
Police Service Officer I	4,543.07	4,770.23	5,008.74	5,259.18	5,522.14	
Police Service Officer II	5,014.71	5,265.45	5,528.72	5,805.16	6,095.41	