The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

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Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 20, 2018 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -1- matters.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matters

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -0- matter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0- matters

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -8- matters
1. **Employee Organizations**: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).
Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director.
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 20, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Danny Hall, New City Church

PLEDGE OF ALLEGIANCE – Council Member Pimentel
PRESENTATIONS

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers’ Association (POA); 2) Adoption of Resolution approving the Memorandum of Understanding; and 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU: (Fiscal Impact: $570,000 for FY 2018-19, $684,321 for FY 2019-20, and $1,111,809 for FY 2020-21)

Recommendation – 1) Approve the POA Labor Agreement; 2) Adopt the Resolution approving the Memorandum of Understanding; 3) Adopt Resolution approving changes to the medical premium pursuant to MOU; 4) Alternatively, discuss and take other action related to this item.
2. Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters’ Association; 2) Adoption of Resolution approving the Memorandum of Understanding; and 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU:
(Fiscal Impact: $507,800 for FY 2018-19, $797,595 for FY 2019-20, and $1,017,993 for FY 2020-21)
Recommendation – 1) Approve the Labor Agreement; 2) Adopt the Resolution approving the Memorandum of Understanding; 3) Adopt Resolution approving changes to the medical premium pursuant to MOU; 4) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

3. Warrant Numbers 3023438 through 3023512 and 9000614 through 9000614 on Register No. 3a in the total amount of $333,049.88 and Wire Transfers from 10/22/18 through 10/28/18 in the total amount of $548,335.77. Warrant Numbers 3023512 through 3023596 and 9000615 through 9000615 on Register No. 3b in the total amount of $296,387.49 and Wire Transfers from 10/29/18 through 11/4/18 in the total amount of $317,705.59.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Special City Council Meeting Minutes of November 5, 2018 and Regular City Council Meeting Minutes of November 6, 2018.
Recommendation – 1) Approval

5. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for Fire Station #1 Chiefs’ Living Quarters Improvements, Project No. PW 18-01.
(Fiscal Impact: TBD)
Recommendation – 1) Adopt the attached Resolution approving the Plans and Specification for the Fire Station #1 Chiefs’ Living Quarters Improvements, Project No. PW 18-01; 2) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the El Segundo Municipal Code (ESMC) prohibiting almost all commercial marijuana activity to the extent allowed by State Law. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3) because can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemption applies: 14 Cal. Code Regs. § 15308 (actions taken for the protection of the environment). (Applicant: City of El Segundo) (Fiscal Impact: None)

Recommendation – 1) Waive second reading and adopt Ordinance No. 1577 for Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the ESMC prohibiting almost all commercial marijuana activity to the extent allowed by State Law; 2) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

F. REPORTS – CITY MANAGER

G. REPORTS – CITY ATTORNEY

H. REPORTS – CITY CLERK

7. Consideration and possible action regarding the City’s Conflict of Interest Code required by The Political Reform Act (Government Code § 81000 et. seq.). (Fiscal Impact: None)

Recommendation – 1) Consider staff’s presentation and this report relating to options for the City’s new Conflict of Interest Code; 2) Provide direction to staff regarding preparation of the Code; 3) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action regarding adoption of an ordinance to take effect immediately consolidating future standalone municipal elections in the City with statewide March even year elections effective 2020 to comply with California Voter Participation Rights Act (California State Senate Bill 415).
(Fiscal Impact: N/A)
Recommendation – 1) Adopt an ordinance to take effect immediately establishing the new General Municipal Election Dates to be held in March of even years beginning in March 2020; 2) Alternatively, discuss and take other action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel –

Council Member Nicol –

Council Member Brann –

Mayor Pro Tem Pirsworth –

Mayor Boyles –

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MEMORIALS –
CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 11/15/18

TIME: 1:00 pm

NAME: [Signature]
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers’ Association; 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU; (Fiscal Impact: $570,000 for FY 2018-19, $684.321 for FY 2019-20, and $1,111,809 for FY 2020-21)

RECOMMENDED COUNCIL ACTION:
1. Approve the Labor Agreement;
2. Adopt the Resolution approving the Memorandum of Understanding;
3. Adopt Resolution approving changes to the medical premium pursuant to MOU; or,
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. MOU between the City of El Segundo and the El Segundo Police Officers’ Association (POA) (Redline and final version)
B. Resolution adopting the new POA MOU
C. Resolution adopting the contribution towards CalPERS medical premiums
D. Exhibits I, II, III representing the salary and incentive pays

FISCAL IMPACT: None
- Amount Budgeted: $570,000 (vacancy savings of various sworn police positions will used to cover the additional MOU costs for FY 2018-19)
- Additional Appropriation: N/A
- Account Number(s): 001-400-310x (various divisions within the PD)-410x (various salary and benefits accounts)

STRATEGIC PLAN:
- Goal: 3 Develop as a choice employer and workforce
- Objective: 1 El Segundo is a City employer of choice and consistently hiring for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

ORIGINATED BY: Joseph Lillio, Finance Director and David Serrano, Human Resources Director
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Staff and representatives of the El Segundo Police Officers’ Association (POA) met and conferred pursuant to Section 3500 et seq. of the California Government Code (MMBA), for purposes of reaching a labor agreement. Agreement was reached on Tuesday, November 14, 2018.

The City’s approach to these negotiations was built upon foundation of fairness, balanced approach, building trust through open and honest conversations, and seeking to further develop as a choice employer and workforce.

The following are highlights of changes to the MOU associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning November 24, 2018 unless otherwise noted:

1. Term: 3 years, October 1, 2018 to September 30, 2021
2. Salary Adjustments:
   - 9% effective November 24, 2018
   - 2% effective October 1, 2019
   - 2% effective October 1, 2020
3. Non-PERSable retention bonus of $7,500 paid in two bi-annual installments:
   - Bonus #1: $3,750 paid December 2018
   - Bonus #2: $3,750 paid December 2020
4. PERS Pick-up: Members agree to pick-up an additional 3% of PERS Payment (total of 12% pick-up);
5. Modify Education compensation to remove longevity requirements;
6. Longevity Pay: modified to convert majority to salary;
7. Health Insurance: an increase in the City’s Health benefit:
   - Effective 1/1/19: from $1,425.02 to $1,500 monthly allowance
   - Effective 1/1/20: from $1,500 to $1,575 monthly allowance
   - Effective 1/1/21: from $1,575 to $1,650 monthly allowance
8. Computer Loan Program: members agreed to eliminate this program.
9. Compensatory Time Off (CTO): members agreed to 120 hours annual cap

Additionally, the parties agreed to re-opener clause for specific enumerated items, including proposed changes to the City’s Municipal Code covering personnel merit system; workers’ compensation carve-out program; claim arbitration; and any other proposed changes by mutual agreement.

With this MOU, the City seeks to recruit and retain highly qualified and professional police personnel. For a number of reasons, this has been a challenging objective. This objective and associated challenge is shared by most law enforcement agencies which has created significant competition. The Police Department (Department) is currently experiencing a vacancy rate of approximately 20%. There are numerous factors that impact individual choices for employment with salary and benefits being one of the major factors. The Department has implemented many changes, such as improved training, equipment, and increased opportunities to work specialty assignments that will important to attracting quality police officer applicants.
This salary and benefit increases and adjustments recommended will compliment these efforts to make the El Segundo Police Department an employer of choice.

The MOU, as attached, contains all essential terms and conditions.

The additional cost associated with implementation of the POA MOU for the current fiscal year is approximately $570,000 for 10.25 months remaining in FY 2018-19. Due to numerous current vacancies, currently nine, within the Police Department, there will sufficient salary and benefit savings to cover the cost of the new MOU in FY 2018-19. No additional appropriation will be required. The additional cost for FY 2019-20 and 2020-2021 are $684,321 and $1,111,809 respectively. These amounts will be included in the City budget for those subsequent years. The total aggregate cost over the three year term of the MOU is $2,366,135.
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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 February 23, 2017, November 23, 2018 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.

D. The City agree to provide the Association with (1) ten days’ advance notice of any new employees orientation, (2) the name, job title, department, work location, work home, personal cellular telephone number, personal email address, and home address of any new employee with 30 days of hire or by the first pay period of the month following hire, and (3) the information in #2 above, every 120 days for all employees in represented classifications.

Section 1.06 Association Administrative Time

The Association is granted a total of three-four hundred (300) hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association’s business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers’ Research Association of California conference, attending other conference or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief or Chief’s designee.

Page 9 October 1, 2014-September 30, 2018 MOU
Section 1.07 Association Hearing Cost Contribution

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

Section 1.08 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

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

In addition to the creation of Step F, Effective November 23, 2018, the base salary schedule of unit classifications shall be increased by nine percent (9%) as follows-effective March 4, 2017 November 23, 2018 (also incorporated as Exhibit I):

<table>
<thead>
<tr>
<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step A</td>
<td>$6798.02</td>
<td>$7890.12</td>
</tr>
<tr>
<td>Step B</td>
<td>$6612.93</td>
<td>$8284.63</td>
</tr>
<tr>
<td>Step C</td>
<td>$6943.58</td>
<td>$8698.86</td>
</tr>
<tr>
<td>Step D</td>
<td>$7250.76</td>
<td>$9133.79</td>
</tr>
<tr>
<td>Step E</td>
<td>$7655.28</td>
<td>$9590.49</td>
</tr>
</tbody>
</table>

Commented [A2]: These need to be updated
The base salary schedule of unit classifications shall be increased by two percent (2%) as follows effective the pay period that includes October 1, 2019 (also incorporated as Exhibit I):

<table>
<thead>
<tr>
<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step A</td>
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<td>$7890.12</td>
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<tr>
<td>Step B</td>
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<tr>
<td>Step C</td>
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<td>$8698.86</td>
</tr>
<tr>
<td>Step D</td>
<td>$7290.76</td>
<td>$9133.79</td>
</tr>
<tr>
<td>Step E</td>
<td>$7655.28</td>
<td>$9590.49</td>
</tr>
</tbody>
</table>

Section 2.02 Regular Rate of Pay

This MOU periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 CFR § 778.108 et. seq. The “definition” used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the regular rate of pay is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

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

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

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

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

Paid Leave Exclusions — In determining an employee’s eligibility for overtime compensation in a work period, sick leave shall be excluded from the total hours worked. Reimbursable Overtime or Forced Hire Overtime is not subject to paid leave time exclusion. Forced Hire Overtime is defined to mean when an employee is forced by the Police Department to work or where the employee is subpoenaed or ordered to testify in Court.
Section 2.03 Step Advancement—Accelerated

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

The Police Chief may recommend to the Human Resources Director for approval by the City Manager that an employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – 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.

Section 2.05 Retention Bonuses

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand, Seventy Hundred and Fifty Dollars ($3,750) to each “Classic” member of the Association covered by this Memorandum of Understanding who is actively employed by the City on December 7, 2018. The payment shall be made in the pay period that includes December 7, 2018. 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 attributable.

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand, Seventy Hundred and Fifty Dollars ($3,750) to each “Classic” member of the Association covered by this Memorandum of Understanding who was employed by the City on December 7, 2018 and is actively employed by the City on December 7, 2020. The payment shall be made in the pay period that includes December 7, 2020. 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 attributable.

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

Section 3.01 Educational Compensation

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

Subject to the foregoing, employees shall be eligible for education incentive compensation as follows (see as shown in Exhibit 1):

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employees to Two Hundred and Ninety-Eight Dollars and Ten Cents ($298.10) for Officers and Three-Hundred Seventy-Three and Forty-Four Cents ($373.44) for Sergeants, the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to Four Hundred and Sixty-Seven Dollars and Twenty-Nine Cents ($467.29) for Officers and Five Hundred and Sixty Dollars and Fifteen Cents ($560.15) for Sergeants, the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

3. Qualification for and possession of Advanced POST Certificate and completion of three (3) years of sworn law enforcement service shall entitle employee to Seven Hundred and Seventy Dollars and Seventy-One Cents ($770.71) for Officers and Nine Hundred and Fifty-One Dollars and Fifty-Nine Cents ($951.59) for Sergeants, the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

4. Qualification for and possession of Bachelor’s degree and completion of three (3) years of sworn law enforcement service shall entitle employee to Nine Hundred and Sixty-Three Dollars and Thirty-Seven Cents ($963.37) for Officers and One Thousand, One Hundred and Twenty Dollars and Thirty-Four Cents ($1120.34) for Sergeants, the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

5. Qualification for and possession of Master’s degree and completion of four (4) years of sworn law enforcement service shall entitle employee to One Thousand Three-Hundred and Fifty-Three Dollars and Sixty-Two Cents ($1353.62) for Officers and One Thousand Six Hundred and Twenty-Two Dollars and Eighty-Five Cents ($1622.85) for Sergeants, the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

6. Salary Schedule/Exhibit 1 is attached hereto and incorporated herein as though set forth in full.

Section 3.02 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 3.03 Longevity Achievement on Merit

1. Employees hired on or before February 21, 2017 shall be compensated for longevity in the following circumstances, as set forth in Exhibit 1:
   - A. Upon completion of five years of paid, full-time sworn law enforcement service
   - B. Upon completion of ten years of paid, full-time sworn law enforcement service
   - C. Upon completion of fifteen years of paid, full-time sworn law enforcement service
   - D. Upon completion of twenty years of paid, full-time sworn law enforcement service
   - E. Upon completion of twenty-six years of paid, full-time sworn law enforcement service

2. Employees hired after February 21, 2017 shall be compensated for longevity in the following circumstances, as set forth above, except those employees shall not be eligible for the 26-year longevity step in Exhibit 1:
   - A. Upon completion of six years of paid, full-time sworn law enforcement service
   - B. Upon completion of thirteen years of paid, full-time sworn law enforcement service
   - C. Upon completion of twenty years of paid, full-time sworn law enforcement service

3. 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 or 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 performance evaluation, rated standard or above, the longevity pay shall be reinstated on the first payroll period following the employee's requalification and may not be removed until the employee receives a further below-standard or unsatisfactory annual evaluation.

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

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

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

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

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

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

A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University;

B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies;

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

Section 4.04 Tuition Reimbursement Program – effective August 1, 2003.

A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, 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.

B. 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.

ARTICLE 5 PROMOTIONS

Section 5.01 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 5.02 Educational Prerequisites for Promotional Positions

A. Any applicant seeking to participate in any segment of a Sergeant's examination shall 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 toward 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 must be qualified for and possess a Bachelor's degree at the time of participating in any such segment(s) of the examination.

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ARTICLE 6 — NO-SMOKING CLAUSE

Section 6.01 — 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 67 — OVERTIME COMPENSATION

Section 7.01 — 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 7.02 — 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 receive 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).

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

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

Section 7.03 — Call-Back Pay

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

Section 7.04 — 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 8 — DIFFERENTIAL PAY

Section 8.01 — Motor Officer, Canine Officer, Detective and Special Assignment Pay

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

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

Section 8.02 Motorcycle Maintenance

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

Historical Language for Reference Only (no longer applicable):

By and through the Association, those unit members assigned to motorcycle duty agree that the above monthly stipend is reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that this stipend is intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings. The parties agree that motorcycle maintenance shall occur during an employee's regular working hours.

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

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

Section 8.03 Canine Unit

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

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

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.
Members of the Association who are assigned engine officers at the time this Agreement is executed agree to sign an individual waiver of any potential claim under the FLSA for the performance of off-duty care and maintenance of the dog performed prior to November 23, 2018.

Section 8.04 Bilingual Pay

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay. An employee who demonstrates conversational fluency in Spanish (or another language designated by the Police Chief,) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of $283.90 (Police Officer) or $335.66 (Sergeant) monthly. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4) Bilingual Premium.

ARTICLE 9 PHYSICAL FITNESS INCENTIVE PROGRAM

Section 9.01 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 9.02 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 9.03 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

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d. 

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 10 COMPENSATORY TIME

Section 10.01 Maximum Accrual

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty-(80)-one hundred and twenty (120) hours. The time bank shall be divided into separate banks for physical fitness and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness pay.

Section 10.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

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

Section 10.03 Firearms Qualification

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

<table>
<thead>
<tr>
<th>Class</th>
<th>Hours per Quarter (3 Calendar Months)</th>
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<tbody>
<tr>
<td>Distinguished Expert</td>
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<tr>
<td>Marksman</td>
<td>2 hours</td>
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<tr>
<td>Qualifying</td>
<td>0 hours</td>
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</table>

ARTICLE 11 HOLIDAY PAY

Section 11.01 Eligible Officers

Employees in this Unit who regularly work holidays shall be credited with 120 hours of paid holiday leave in their holiday bank. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid the holiday pay at the employee’s regular rate of pay.
ARTICLE 12 SICK LEAVE

Section 12.01 Payment of Sick Leave Accrual - After 10 Years Service

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

Section 12.02 Payment of Sick Leave Accrual - After 20 Years Service

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

Section 12.03 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 50% of the employee’s accumulated, unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.04 Sick Leave Maximum Accrual and Annual Sick Leave Payout

Effective the date of adoption of this MOU by the City Council, employees shall accumulate sick leave at the rate of 3.7 hours per payroll period paycheck accumulation for each month’s service not to exceed a maximum of eight hundred (800) hours. Effective the date of adoption of this MOU by the City Council, on or about December 10 of each year, employees who maintain a balance of 800 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve month period at the employee's base rate of pay.

The ten (10) members of this bargaining unit listed in Exhibit II shall be paid for hours in excess of eight hundred (800) at their regular rate of pay, excluding the nine percent (9%) PERS member share, upon ratification of the 2014-2018 Memorandum of Understanding. However, the exclusion of such 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.
Section 12.05  Family Emergency Leave/Sick Leave Utilization

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

ARTICLE 13  VACATION LEAVE

Section 13.01  Accrual Schedule – For Employees Hired On or After July 1, 1994

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

A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.

B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.

C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.

D. From commencement of the 16th year of service through and including completion of the 16th year of service – 176 hours per year.

E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – an additional 8 hours per years of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter – 256 hours).

Section 13.02  Accrual Schedule - For Employees Hired Before July 1, 1994

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

A. For the first seven years of continuous service with the City – 96 hours per year.

B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.

C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.

D. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . .
Section 13.03 Vacation Sell Back

Commencing February 21, 2017, the City will allow employees in the Association to sell back 100% of their annual vacation accrual at the base rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City. All vacation payouts shall be at the base rate of pay and shall not include the nine percent (9%) PERS member share. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2,02.

ARTICLE 14 BEREAVEMENT LEAVE

Section 14.01 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 14.02 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 15 JURY DUTY

Section 15.01 Provision

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

a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

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 unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

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 16 HEALTH BENEFITS

Section 16.01 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 his/her 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 16.02 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 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.

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 presentation 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 16.03 Medical Contract

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

Section 16.04 City Medical Contribution

Effective for the medical premium in January 2019, through March 31, 2019, the maximum monthly medical contribution by the City is $15033.94 per employee per month. Effective April 1, 2017 for the medical premium in January 2020, the maximum monthly medical contribution rate shall increase to $1575 $1425.02. The rate of $1425.02 shall remain in effect for the term of this MOU. Effective for the medical premium in January 2021, the maximum monthly contribution shall increase to $1,650.
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 current monthly rate is $9.52 and is subject to change.

Section 16.05 Body or Heart Scan

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

ARTICLE 17 UNIFORM AND SAFETY EQUIPMENT

Section 17.01 Provision

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

ARTICLE 18 CELL PHONE STIPEND

Section 18.01 Monthly Stipend

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

ARTICLE 19 RETIREMENT BENEFITS

Section 19.01 PERS Retirement Formula

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. Tier II - Employees covered by classifications in this bargaining unit who are hired on or after October 6, 2012 and are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code Section 7522.04 of AB340, also known as the California Pension Reform Act of 2013, shall be subject to the 3%@55 retirement formula.

C. Effective January 1, 2013, new safety employees and/or members, as defined by AB340, will be subject to the 2.7%@57 retirement formula as well as all other statutory requirements established by AB340.

Section 19.02 PERS Payment Pickup

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

Effective November 23, 2018, "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall pay an additional three percent (3%) employee contribution to CalPERS simultaneously with the salary increases identified in Section 2.01. Employees shall pay an amount equal to twelve (12) percent of compensation earning as the employee contribution to PERS. These deductions shall be pre-tax and be pursuant to California Government Code section 20516.5 until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

Section 19.03 Optional PERS Contract Provisions

A. The City shall provide "Level 4" 1959 Survivors Benefits in accordance with Government Code § 21574.

B. The City shall provide Pre-Retirement Option 2W Death Benefit in accordance with Government Code § 21548.

C. The City shall provide the Single Highest Year formula for "classic" members only as defined by AB340, in accordance with Government Code Section § 20642.

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

Employees who retire must have earned service credit with CalPERS for a minimum of five (5) years to receive the following benefits: the option of continuing to participate in the City’s group insurance programs and the right to receive a contribution toward medical insurance for the retiree and 1 dependent. In addition, employees are eligible for payments of unused sick leave pursuant to Article 12.

Section 19.05 Retiree Health Insurance Contribution Program

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

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995 and after</td>
<td>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO’s available to employees under PEMHCA</td>
</tr>
</tbody>
</table>

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.

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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).

Effective November 23, 2018, the Computer Loan Program shall be eliminated for members of this Unit. The City shall honor the computer loan requests from the seven unit members who have submitted such requests prior to November 23, 2018, subject to the guidelines of the program.

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.

C. Anti-viral software shall be required as a prerequisite in granting requested loans.

D. 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.

E. 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 employee/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.

B. Donation Requests - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation, or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.

C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 100 leave hours after his or her donation.

D. Donations of accumulated time are irrevocable.

E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

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 (%2) 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 employees 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 it 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

Grievant 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 an Occupational Injury and Illness Policy, dated July 22, 2003.

Section 26.02 Disability Retirement Policy

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

Section 26.03 Fitness for Duty Policy

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

Section 26.04 PDBR LIMITED APPEALS

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.) It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

1. Right to Administrative Appeal

A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer
shall not be entitled to appeal an action prior to its imposition.

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

C. An officer who appeals a punitive action under this procedure shall bear his/her
own costs associated with the appeal hearing, including but not limited to any
and all attorney fees. The cost of a hearing officer shall be equally borne by the
Association and the City.

2. Appeal of Written Reprimsands

A. Within five (5) calendar days of receipt by an officer of notification of punitive
action consisting of a written reprimand, the officer shall notify the Chief of
Police in writing of the officer’s intent to appeal the written reprimand.

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

3. Hearing Officer (Appeal of Written Reprimands Only)

A. The City Manager shall hear appeals of written reprimands, and may adopt,
modify or reject the written reprimand. The City Manager’s decision shall be
final and binding.

B. The City Manager level administrative appeal shall not be a trial-type
evidentiary hearing. The limited purpose of the hearing shall be to provide the
officer with an opportunity to establish a record of the circumstances
surrounding the action and to seek modification or rejection of the written
reprimand. There shall be no subpoenas issued for people or documents.

4. Appeal of Other Punitive Action

A. Appeal of punitive action consisting of suspensions of five (5) or less days, a
transfer for purposes of punishment, or a reduction in salary caused by a
reassignment shall be subject to appeal by means of the officer filing an appeal
with the Chief of Police within five (5) calendar days of receipt by the officer of
notice of punitive action being implemented on a date certain. The officer shall
notify the Chief of Police in writing of the officer’s intent to appeal said action.

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

B. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided
by the State Mediation and Conciliation Service. The hearing officer shall be selected by
alternate striking of names by the respective parties.

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

A. The formal rules of evidence do not apply, although the hearing officer shall
have discretion to exclude evidence that is incompetent, irrelevant or
cumulative, or the presentation of which will otherwise consume undue time.
B. The parties may present opening statements.

C. The parties may present evidence through documents and direct testimony.

D. The parties shall not be entitled to confront and cross-examine witnesses.

E. Following the presentation of evidence, if any, the parties may present closing arguments.

F. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer's case, shall be borne by the Association.

The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

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

7. Decision

A. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer's determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

Section 26.05 Drug Free Work Place Policy

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the City's Substance Abuse Policy and Drug Free Work Place Statement, drafted July 1, 2008.

ARTICLE 27 TERM OF AGREEMENT

Section 27.01 Term

The term of this MOU shall commence on October 1, 2014 and shall end on September 30, 2018.

Section 27.02 The parties agree that during the term of this Agreement, either party may request that the other re-open the Agreement to discuss the following items:

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

All The City agrees that proposed changes to these items are subject to mutual agreement.
ARTICLE 28  “LIMITED USE” TIME OFF

Section 28.01  “Limited Use” Time Off

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

ARTICLE 29  WORK SCHEDULE

Section 29.01  Work schedule—prior to January 2012 bid

Unit employees assigned to Patrol shall work a 4/10 work schedule that consists of a weekly schedule of four consecutive work days of 10 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off.

Section 29.02  Alternate Work Schedule—post January 2012 bid

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

a. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.

b. 3/12.5 - 4/10 hybrid schedule - consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.

Section 30.0  Employee Referral Bonus

Any Unit member who recruits a non-City employee to accept employment for the Department in a sworn position shall be provided a recruitment bonus of Five Thousand Dollars ($5,000), one-half to be paid upon the employee's hire, one-quarter upon the employee's completion of their training program and the other one-quarter upon the employee's successful completion of probation. These payments are unconnected to performance and shall not be reflected on any City pay or salary schedule. shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earned.

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

On June 35, 2018, the City Council passed Resolution No. 5095 increasing the amount of the referral bonus to non-employees as a result of recruitment difficulties. Upon the adoption of Resolution No. 5095, unit employees’ recruitment incentive shall be reduced from Five Thousand Dollars ($5,000) to Three Thousand Dollars ($3,000), which shall be paid one-half upon the hire of the employee and one-half upon completion of probation.

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Signed by the City:  Signed by the Association:

Greg Carpenter,    Joseph Cameron
City Manager     POA President

David Serrano     Brandon Browning
Director of Human Resources  Vice President

Joseph Lillo
Director of Finance

Date              Date
COMPREHENSIVE MEMORANDUM

OF

UNDERSTANDING

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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 November 23, 2018 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.

D. City agrees to provide the Association with (1) ten days’ advance notice of any new employee orientation, (2) the name, job title, department, work location, work home, personal cellular telephone number, personal email address, and home address of any new employee with 30 days of hire or by the first pay period of the month following hire, and (3) the information in #2 above, every 120 days for all employees in represented classifications.

Section 1.06 Association Administrative Time

Association is granted a total of four hundred (400) hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association’s business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers’ Research Association of California conference, attending other conference or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief, or Chief’s designee.
Section 1.07 Association Hearing Cost Contribution

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

Section 1.08 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

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

In addition to the creation of Step F, effective November 23, 2018, the base salary schedule of unit classifications shall be increased by nine percent (9%) as follows: (also incorporated as Exhibit I):

<table>
<thead>
<tr>
<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
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<tbody>
<tr>
<td>Step A</td>
<td>$6,867.84</td>
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<td>Step B</td>
<td>$7,208.08</td>
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<td>Step C</td>
<td>$7,568.49</td>
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<td>Step D</td>
<td>$7,946.91</td>
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<td>Step E</td>
<td>$8,344.26</td>
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<tr>
<td>Step F</td>
<td>$9,178.68</td>
<td>$11,499.00</td>
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</table>
The base salary schedule of unit classifications shall be increased by two percent (2%) as follows effective the pay period that includes October 1, 2019 (also incorporated as Exhibit I):

<table>
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<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step A</td>
<td>$7,002.14</td>
<td>$8,772.24</td>
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<tr>
<td>Step B</td>
<td>$7,352.25</td>
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<tr>
<td>Step C</td>
<td>$7,719.86</td>
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<td>Step D</td>
<td>$8,105.85</td>
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<td>Step E</td>
<td>$8,511.14</td>
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<tr>
<td>Step F</td>
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The base salary schedule of unit classifications shall be increased by two percent (2%) as follows effective the pay period that includes October 1, 2020 (also incorporated as Exhibit I):

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</tr>
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<tbody>
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<td>$7,142.18</td>
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<td>Step B</td>
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<td>Step C</td>
<td>$7,874.26</td>
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<td>Step D</td>
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<td>Step E</td>
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<tr>
<td>Step F</td>
<td>$9,549.50</td>
<td>$11,963.56</td>
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**Section 2.02 Regular Rate of Pay**

This MOU periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 CFR § 778.108 et. seq. The “definition” used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the regular rate of pay is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

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

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

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

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

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Section 2.03  Step Advancement

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

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

Section 2.04  Notice Requirement to Withhold Step Increase

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

Section 2.05  Retention Bonuses

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand, Seventy Hundred and Fifty Dollars ($3,750) to each “Classic” member of the Association covered by this Memorandum of Understanding who is actively employed by the City on December 7, 2018. The payment shall be made in the pay period that includes December 7, 2018. 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 carnable.

The City shall make a one-time ad hoc lump sum amount payment of Three Thousand, Seventy Hundred and Fifty Dollars ($3,750) to each “Classic” member of the Association covered by this Memorandum of Understanding who was employed by the City on December 7, 2018 and is actively employed by the City on December 7, 2020. The payment shall be made in the pay period that includes December 7, 2020. 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 carnable.

ARTICLE 3  EDUCATION/CERTIFICATE INCENTIVE

Section 3.01  Educational Compensation

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

Subject to the foregoing, employees shall be eligible for education incentive compensation as follows (and as shown in Exhibit 1):

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate shall entitle employee to Two-Hundred and Ninety Eight Dollars and Ten Cents ($298.10) for Officers and Three-Hundred Seventy-Three and Forty-Four Cents ($373.44) for Sergeants.

2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate shall entitle employee to Four Hundred and Sixty-Seventy Dollars and Twenty-Nine Cents ($467.29) for Officers and Five Hundred and Sixty Dollars and Sixteen Cents ($560.16) for Sergeants.

3. Qualification for and possession of Advanced POST Certificate shall entitle employee to Seven Hundred and Seventy Dollars and Seven-One Cents ($770.71) for Officers and Nine-Hundred and Fifty One Dollars and Fifty-Six Cents ($951.56) for Sergeants.

4. Qualification for and possession of Bachelor’s degree shall entitle employee to Nine Hundred and Sixty-Three Dollars and Thirty-Seven Cents ($963.37) for Officers and One-Thousand, One-Hundred and Twenty Dollars and Thirty-Four Cents ($1120.34) for Sergeants.

5. Qualification for and possession of Master’s degree shall entitle employee to One Thousand Three-Hundred and Fifty-Three Dollars and Sixty-Two Cents ($1353.62) for Officers and One Thousand Six Hundred and Twenty-Two Dollars and Eighty Five Cents ($1,622.85) for Sergeants.

6. Salary Schedule/Exhibit 1 is attached hereto and incorporated herein as though set forth in full.

Section 3.02 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 3.03 Longevity

1. Employees hired on or before February 21, 2017 shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 1

A. Upon completion of ten years of paid, full-time sworn law enforcement service
B. Upon completion of fifteen years of paid, full-time sworn law enforcement service
C. Upon completion of twenty years of paid, full-time sworn law enforcement service
D. Upon completion of twenty-six years of paid, full-time sworn law enforcement service

2. Employees hired after February 21, 2017 shall be compensated for longevity as set forth above, except these employees shall not be eligible for the 26-year longevity step.

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

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

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

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

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

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

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

A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University;

B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies;

C. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade of "C" or better (or where classes are taken "pass/fail," evidence must be provided of a "pass" grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.
Section 4.04  Tuition Reimbursement Program – effective August 1, 2003.

A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, whichever is higher. All employees who are enrolled in graduate or undergraduate programs as of August 1, 2003, shall be permitted to complete their respective graduate or undergraduate degrees under the terms of the former Tuition Reimbursement program (See Sections 4.02 and 4.03 above).

B. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript from an accredited institution having its campus in the State of California, evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

ARTICLE 5  PROMOTIONS

Section 5.01  Salary Differential upon Promotion

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

Section 5.02  Educational Prerequisites for Promotional Positions

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

ARTICLE 6  OVERTIME COMPENSATION

Section 6.01  Pay for Public Relations Appearances

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

Section 6.02  Court On-Call Pay

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

Officers will not receive on call pay if they are:

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

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

C. Officers who are in an on-duty status are not eligible for court on-call pay.
Section 6.03 Call-Back Pay

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

Section 6.04 Court Call-Back Pay

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

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

ARTICLE 7 DIFFERENTIAL PAY

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

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

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

Section 7.02 Motorcycle Maintenance

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

Historical Language for Reference Only (no longer applicable):

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

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

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

Section 7.03 Canine Unit
The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty care and maintenance duties. The parties hereby agree that canine officers shall be compensated for off-duty care and maintenance of the dog in the amount of fifteen (15) hours monthly, at the applicable minimum wage rate. The hours represented by this payment in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Members of the Association who are assigned canine officers at the time this Agreement is executed agree to sign an individual waiver of any potential claim under the FLSA for the performance of off-duty care and maintenance of the dog performed prior to November 23, 2017.

Section 7.04 Bilingual Pay

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

ARTICLE 8 PHYSICAL FITNESS INCENTIVE PROGRAM

Section 8.01 Purpose

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

Section 8.02 Department Policy

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

Section 8.03 Program Components

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

A. Fitness Examination:

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

1. The fitness assessment is the voluntary component of the program and will be administered by a department fitness coordinator and fitness committee.

2. The assessment will be a test to measure components of physical fitness which are:
   a. Cardio-vascular
   b. Strength
   c. Body composition
   d. Flexibility

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

3. From the assessment will be developed a profile which will categorize participants into levels of fitness. Incentive provisions would then reward participants depending upon their fitness level.

4. Rewards would also be available for significant achievements and improvements. These rewards will be in the form of T-shirts, sports bags, sporting equipment and other similar incentives. It is thought that these types of rewards could be influential in maintaining interest and enthusiasm in those participants who would not otherwise qualify for fitness achievement categories.

ARTICLE 9  COMPENSATORY TIME

Section 9.01 Maximum Accrual

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of one hundred and twenty (120) hours. The time bank shall be divided into separate banks for physical fitness and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness pay.

Section 9.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

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

Section 9.03 Firearms Qualification

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

<table>
<thead>
<tr>
<th>Class</th>
<th>Hours per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Expert</td>
<td>8 hours</td>
</tr>
<tr>
<td>Expert</td>
<td>6 hours</td>
</tr>
<tr>
<td>Sharpshooter</td>
<td>4 hours</td>
</tr>
<tr>
<td>Marksman</td>
<td>2 hours</td>
</tr>
</tbody>
</table>

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ARTICLE 10  HOLIDAY PAY

Section 10.01  Eligible Officers

Employees in this Unit shall be credited with 120 hours of paid holiday leave in their holiday bank. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid the holiday pay at the employee’s regular rate of pay.

ARTICLE 11  SICK LEAVE

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

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

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

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

Section 11.03  Payment on Disability Retirement

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee’s accumulated, unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 11.04  Sick Leave Maximum Accrual and Annual Sick Leave Payout

Employees shall accumulate sick leave at the rate of 3.7 hours per payroll period paycheck accumulation for each month’s service not to exceed a maximum of eight hundred (800) hours. On or about December 10 of each year, employees who maintain a balance of 800 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve month period at the employee’s base rate of pay.
Section 11.05 Family Emergency Leave/Sick Leave Utilization

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

ARTICLE 12 VACATION LEAVE

Section 12.01 Accrual Schedule – For Employees Hired On or After July 1, 1994

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

A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.

B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.

C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.

D. From commencement of the 16th year of service through and including completion of the 16th year of service – 176 hours per year.

E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – an additional 8 hours per years of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours).

Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours).

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

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

A. For the first seven years of continuous service with the City – 96 hours per year.

B. After seven years and until the completion of fourteen years of continuous service -- 136 hours per year.

C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.

D. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours).
Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours)

Section 12.03 Vacation Sell Back

Commencing February 21, 2017, the City will allow employees in the Association to sell back 100% of their annual vacation accrual at the base rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City. All vacation payouts shall be at the base rate of pay and shall not include the nine percent (9%) PERS member share. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

ARTICLE 13 BEREAVEMENT LEAVE

Section 13.01 Maximum Leave Time

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

Section 13.02 Immediate Family Members Defined

The definition of the “immediate family” whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

ARTICLE 14 JURY DUTY

Section 14.01 Provision

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

a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

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 unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

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 15 HEALTH BENEFITS

Section 15.01 Medical Insurance Continuation - On Duty Death

A. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased officer until age 18. Said medical premium payments on behalf of the children of a deceased officer shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased officer was receiving at the time of his/her death. For example, if at the time of death, the officer was enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.

Section 15.02 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of $85 per month. Effective August 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.

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 15.03 Medical Contract

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

Section 15.04 City Medical Contribution

Effective for the medical premium in January 2019, the maximum monthly medical contribution by the City is $1500 per employee per month. Effective for the medical premium in January 2020, the maximum monthly medical contribution shall increase to $1575. Effective for the medical premium in January 2021, the maximum monthly contribution shall increase to $1,650.
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 current monthly rate is $9.52 and is subject to change.

Section 15.05 Body or Heart Scan

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

ARTICLE 16 UNIFORM AND SAFETY EQUIPMENT

Section 16.01 Provision

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

ARTICLE 17 CELL PHONE STIPEND

Section 17.01 Monthly Stipend

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

ARTICLE 18 RETIREMENT BENEFITS

Section 18.01 PERS Retirement Formula

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. Tier II - Employees covered by classifications in this bargaining unit who are hired on or after October 6, 2012 and are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code Section 7522.04 of AB340, also known as the California Pension Reform Act of 2013, shall be subject to the 3%@55 retirement formula.

C. Effective January 1, 2013, new safety employees and/or members, as defined by AB340, will be subject to the 2.7%@57 retirement formula as well as all other statutory requirements established by AB340.

Section 18.02 PERS Payment Pickup

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

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

Section 18.03 Optional PERS Contract Provisions

A. The City shall provide “Level 4” 1959 Survivors Benefits in accordance with Government Code § 21574.

B. The City shall provide Pre-Retirement Option 2W Death Benefit in accordance with Government Code § 21548.

C. The City shall provide the Single Highest Year formula for “classic” members only as defined by AB340, in accordance with Government Code Section § 20042.

Section 18.04 Minimum Service with City of El Segundo to Receive Retirement Benefits

Employees who retire must have earned service credit with CalPERS for a minimum of five (5) years to receive the following benefits: the option of continuing to participate in the City’s group insurance programs and the right to receive a contribution toward medical insurance for the retiree and 1 dependent. In addition, employees are eligible for payments of unused sick leave pursuant to Article 12.

Section 18.05 Retiree Health Insurance Contribution Program

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

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995 and after</td>
<td>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO’s available to employees under PEMHCA</td>
</tr>
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</table>

ARTICLE 19 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 19.01 Direct Deposit

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

Section 19.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.
ARTICLE 20  COMPUTER LOAN PROGRAM

Section 20.01 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). Effective November 23, 2018, the Computer Loan Program shall be eliminated for members of this Unit. The City shall honor the computer loan requests from the seven unit members who have submitted such requests prior to November 23, 2018, subject to the guidelines of the program.

Section 20.02 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 20.03 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.

C. Anti-viral software shall be required as a prerequisite in granting requested loans.

D. 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.

E. 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 21  MATERNITY POLICY

Section 21.01 Policy

An officer 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 22  CATASTROPHIC LEAVE PROGRAM

Section 22.01 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 22.02 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 22.03 Policy Procedures

A. Administration - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.

B. Donation Requests - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.

C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 100 leave hours after his or her donation.

D. Donations of accumulated time are irrevocable.

E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

ARTICLE 23 LAYOFF PROCEDURES

Section 23.01 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 23.02 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 23.03 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 23.04 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 23.05 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 23.06 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 23.07 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 23.08 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 23.09  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 23.10  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 23.11  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 23.12  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 24  GRIEVANCE PROCEDURE

Section 24.01  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 it 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 24.02 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 24.03 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 24.04 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 24.05 Conferences

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

ARTICLE 25 POLICIES

Section 25.01 Occupational Injury and Illness Policy

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

Section 25.02 Disability Retirement Policy

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

Section 25.03 Fitness for Duty Policy

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

Section 25.04 POBR LIMITED APPEALS

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

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

1. Right to Administrative Appeal

A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer
shall not be entitled to appeal an action prior to its imposition.

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

C. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

2. Appeal of Written Reprimands

A. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the written reprimand.

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

3. Hearing Officer (Appeal of Written Reprimands Only)

A. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager's decision shall be final and binding.

B. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

4. Appeal of Other Punitive Action

A. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer's intent to appeal said action.

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

B. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

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

A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
B. The parties may present opening statements.

C. The parties may present evidence through documents and direct testimony.

D. The parties shall not be entitled to confront and cross-examine witnesses.

E. Following the presentation of evidence, if any, the parties may present closing arguments.

F. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer’s case, shall be borne by the Association.

The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

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

7. Decision

A. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer’s determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

Section 25.05 Drug Free Work Place Policy

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the City’s Substance Abuse Policy and Drug Free Work Place Statement, drafted July 1, 2008.

ARTICLE 26 TERM OF AGREEMENT

Section 26.01 Term

The term of this MOU shall commence on October 1, 2018 and shall end on September 30, 2021.

Section 26.02 The parties agree that during the term of this Agreement, either party may request that the other reopen the Agreement to discuss the following items:
(a) Modifications to the Municipal Code
(b) Arbitration of claims; and
(c) Worker’s Compensation Carve Out program.

All changes to these items are subject to mutual agreement.
ARTICLE 27  "LIMITED USE" TIME OFF

Section 27.01  "Limited Use" Time Off

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

ARTICLE 28  WORK SCHEDULE

Section 28.01  Alternate Work Schedule

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

a. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.

b. 3/12.5 - 4/10 hybrid schedule - consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.

ARTICLE 29  EMPLOYEE REFERRAL BONUS

Section 29.01  Employee Referral Bonus

Any Unit member who recruits a non-City employee to accept employment for the Department in a sworn position shall be provided a recruitment bonus of Five Thousand Dollars ($5,000), one-half to be paid upon the employee's hire, one-quarter upon the employee's completion of their training program and the other one-quarter upon the employee's successful completion of probation. These payments are unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

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

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

Greg Carpenter,
City Manager

David Serrano
Director of Human Resources

Joseph Lillio
Director of Finance

Signed by the Association:

Joseph Cameron
POA President

Brandon Browning
Vice President

Date

Date
RESOLUTION NO._____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION BARGAINING UNIT

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

Section 1: Discussions have taken place in the meet and confer process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Bargaining Unit.

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding between the City of El Segundo and this Bargaining Unit. A copy of the Memorandum of Understanding is attached as Exhibit “A”.

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

Section 4: This Resolution will become effective immediately upon adoption and

PASSED AND ADOPTED this _____ day of ____________, 2018.

______________________________
Drew Boyles,
Mayor
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 21st day of November, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21st day of November, 2018.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Police Officers' Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,500 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2019 through December 31, 2019.

SECTION 3: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,575 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2020 through December 31, 2020.

SECTION 4: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,650 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2021 through December 31, 2021.

SECTION 5: The City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 6: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 7: Under Government Code § 22892, this Resolution will become effective January 1, 2018 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2018.

Drew Boyles
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 21st day of November, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21st day of November, 2018.

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

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Mark D Hensley
City Attorney

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City of El Segundo
ESPOA Education Incentive Pay Table
Flat Rates Education
Effective November 24, 2018
POA MOU November 21, 2018 - September 30, 2021

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City of El Segundo
ESPOA Longevity Table: 2018-2021 MOU**
Flat Rates for Longevity
Effective November 24, 2018
POA MOU November 21, 2018 - September 30, 2021

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<th>Longevity 15 YRS.</th>
<th>Longevity 20 YRS.</th>
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* POA Members hired on or after February 21, 2017 are not eligible for the 26-year longevity step.
** Elimination of a two-tiered longevity system. All POA Officers are eligible for the above longevity schedule with the exception noted above(*).

<table>
<thead>
<tr>
<th>Range</th>
<th>Position</th>
<th>Longevity 10 YRS.</th>
<th>Longevity 15 YRS.</th>
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* POA Members hired on or after February 21, 2017 are not eligible for the 26-year longevity step.
** Elimination of a two-tiered longevity system. All POA Officers are eligible for the above longevity schedule with the exception noted above(*).
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters’ Association; 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU: (Fiscal Impact: $507,800 for FY 2018-19, $797,595 for FY 2019-20, and $1,017,993 for FY 2020-21)

RECOMMENDED COUNCIL ACTION:
1. Approve the Labor Agreement;
2. Adopt the Resolution approving the Memorandum of Understanding;
3. Adopt Resolution approving changes to the medical premium pursuant to MOU; or,
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. MOU between the City of El Segundo and the El Segundo Firefighters’ Association (FFA) (Redline and final version)
B. Resolution adopting the new FFA MOU
C. Resolution adopting the contribution towards CalPERS medical premiums
D. Exhibits I, II, III. IV and V representing the salary and incentive pays

Amount Budgeted: $507,800 (vacancy savings of various positions throughout the City will be used to cover the additional MOU costs for FY 2018-19)

Additional Appropriation: N/A
Account Number(s): 001-400-320x (various divisions within the Fire Dept.)-410x (various salary and benefit accounts)

STRATEGIC PLAN:
Goal: 3 Develop as a choice employer and workforce
Objective: 1 El Segundo is a City employer of choice and consistently hiring for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

ORIGINATED BY: Joseph Lillio, Finance Director and David Serrano, Human Resources Director
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Staff and representatives of the El Segundo Firefighters’ Association (ESFFA) met and conferred pursuant to Section 3500 et seq. of the California Government Code (MMBA), for purposes of reaching a labor agreement. Agreement was reached on Tuesday, November 14, 2018. The agreement has been approved by the ESFFA.

The City’s approach to these negotiations was built upon foundation of fairness, balanced approach, building trust through open and honest conversations, and seeking to further develop as a choice employer and workforce.

The following are highlights of changes to the MOU associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning November 24, 2018 unless otherwise noted:

1. Term: 3 years, October 1, 2018 to September 30, 2021
2. Salary Adjustments:
   - 9% effective November 24, 2018
   - 2.5% effective October 1, 2019
   - 2.5% effective October 1, 2020
3. Economic Emergency Re-opener: the parties have agreed to re-open in the event of a City Fiscal Emergency, as declared by the City Council.
4. PERS Pick-up: Members agree to pick-up an additional 3% of PERS Payment (total of 12% pick-up);
5. Modify Education incentive to allow Tier I members (hired before 11/28/2015) shall have opportunity to attain all degree requirements by September 30, 2021; modified longevity requirement from 19.5 years to 19 yrs. Modified table for Tier II members, hired after 11/28/2015, for non-Persable education incentives
6. Longevity Pay: modified to reinstate Tier II schedule for members hired after November 28, 2015, with flat rates based upon years of City service; and adopt a modified table for Tier I member hired before November 25, 2015.
7. Health Insurance: an increase in the City’s Health benefit:
   - Effective 1/1/19: from $1,425.02 to $1,500 monthly allowance
   - Effective 1/1/20: from $1,500 to $1,575 monthly allowance
   - Effective 1/1/21: from $1,575 to $1,650 monthly allowance
8. Other benefits: membership agreed to cap-rate of $135 per month for vision (optical), life, and dental coverage.
9. Computer Loan Program: members agreed to eliminate this program.
10. Compensatory Time Off (CTO): members agreed to 144 hours (6 shifts) annual cap
11. Promotional Exam: members agreed to modification of the minimum qualifications for promotional opportunities, to include education and State Fire Officer Certification.

Additionally, the parties agreed to re-opener clause for specific enumerated items, including proposed changes to the City’s Municipal Code covering personnel merit system; workers’ compensation carve-out program; claim arbitration; education tuition reimbursement; and any other proposed changes by mutual agreement.
The City seeks to recruit and retain highly qualified and professional Firefighter personnel. There are numerous factors that impact individual choices for employment with salary and benefits being one of the major factors. Fire recruitments differ significantly from other safety positions, however, selecting the most highly qualified candidate remains the objective. This effort and associated challenge is shared by most Fire agencies which creates significant competition.

Based upon compensation studies conducted by the City of the salary and benefits provided to members of this unit compared to other Fire agencies, members of this unit are 6% to 12% below the median salary and benefits provided by other agencies in the South Bay area.

The additional cost associated with implementation of the FFA MOU for the current fiscal year is approximately $507,800 for 10.25 months remaining in FY 2018-19. Due to numerous current vacancies throughout the City, currently thirty-five, there will be sufficient salary and benefit savings to cover the cost of the new MOU in FY 2018-19. No additional appropriation will be required. The additional implementation costs for FY 2019-20 and 2020-21 are $797,595 and $1,017,993, respectively. These amounts will be included in the City budget for those subsequent years. The total aggregate cost over the three year term of the MOU is $2,323,388.

This salary and benefit increases and adjustments will complement Fire Department efforts to make El Segundo Fire Department an employer of choice. Staff recommends approval of the attached MOU in order to address recruitment and retention issues.

The MOU, as attached, contains all essential terms and conditions.
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS’ ASSOCIATION, I.A.F.F., LOCAL 3682

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<td>Recognition</td>
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ARTICLE 1 - GENERAL PROVISIONS

Section 1.01 PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

Notwithstanding the above, the Parties agree that during the term of this Memorandum, they either party may shall re-open this Memorandum and require the other party discuss the following items:

(a) Modification to the Municipal Code
(b) Arbitration of claims
(c) Worker's Compensation Carve Out Program
(d) Education Reimbursement Program

2. However, no changes shall be made with respect to any of the above items without mutual agreement by the parties. All changes to these items are subject to mutual agreement.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.
Section 1.03 MANAGEMENT RIGHTS

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

2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement 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; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for 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 within the scope of representation.

Section 1.04 SAVINGS CLAUSE

1. If any provision or the application of any provision of this Memorandum as implemented should 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 force and effect for the duration of said Memorandum.

Section 1.05 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.06 MAINTENANCE OF EXISTING BENEFITS

1. The 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.

2. Nothing herein prevents the City and Union 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 Union are required to effect any change.

Section 1.07 NON-DISCRIMINATION CLAUSE

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.

2. 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 a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement dealing with State or Federal anti-discrimination laws.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.
ARTICLE 2 - SALARIES

Section 2.01  SALARIES

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective November 23, 2018, the base salary of each affected represented employee shall be increased by nineteen percent (19%).

3. Effective the pay period that includes October 1, 2016, the base salary of each affected represented employee shall be increased by two and one-half percent (2.5%).

3.4. Effective the pay period that includes October 1, 2020, the base salary of each affected represented employee shall be increased by two and one-half percent (2.5%).

4.5. Attached to this Memorandum of Understanding as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

4.6. The Parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship. However, no changes shall be made based upon this re-opener without mutual agreement by the parties. The Parties further agree that any all changes to the MOU will be based on mutual agreement.

Section 2.02  SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

<table>
<thead>
<tr>
<th>Position</th>
<th>Range Number</th>
<th>Steps A - E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>483</td>
<td>F</td>
</tr>
<tr>
<td>Fire Engineer</td>
<td>497</td>
<td>E</td>
</tr>
<tr>
<td>Fire Paramedic</td>
<td>497</td>
<td>E</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>510</td>
<td>E</td>
</tr>
</tbody>
</table>

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A - E.

Section 2.03  SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base
salary column, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

1. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. § 207(e) within the Fair Labor Standards Act ("FLSA"). The "definition" term "regular rate of pay" as used in this MOU is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 209 USC § 207(e)(1-8). For general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the "regular rate of pay" is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law. The parties acknowledge that the City does not pay the employee's 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8) then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. 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/her first
six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step F (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. If the employee's 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 anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06  
**FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD**

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07  
**CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER**

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and 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.

Section 2.08  
**SALARY PLACEMENT ON PROMOTION**

1. In all cases where an employee is promoted to a classification 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 of the base rate of the affected employee.

2. 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/her 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.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

Section 2.09 FLEXIBLE SPENDING ACCOUNT

1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 3 - INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

Section 3.02 PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit E17.

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

   a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.
b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member’s request. Certification, recertification or licensure shall be at the member’s own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City’s EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City’s Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

Section 3.03  FIRE STAFF PREMIUM PAY

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to fifteen percent (15%) above the employee’s regular rate of pay to which they are entitled.
Section 3.04  HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

1. Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.05  LIGHT-DUTY PAY

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.06  FINE INVESTIGATOR PREMIUM PAY

1. The assignment of cause and origin/arsen investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.07  TILLER PREMIUM PAY

1. Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.

Section 3.08  DRIVER’S LICENSE PREMIUM PAY

1. Effective the pay period beginning November 28, 2015, Driver's License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.09  REQUESTING INCENTIVE COMPENSATION

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:
**Incentive Compensation**

Paramedic License Incentive:
Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.

Educational Program - EMT-D
A current EMT-D certification

Educational Program - Units
Official or unofficial transcript listing required units.

Educational Program - Certificate
Certificate, or official or unofficial transcript listing certificate earned.

Educational Program - Degrees
Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effectuated incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

**ARTICLE 4 - EDUCATIONAL PROGRAMS - TIER ONE**

**Section 4.01 INCENTIVE PAY - TIER ONE**

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for one additional Education incentive of the degree/units as conferred/completed by September 30, 2021. Additional Education Incentive Pay for achieving the following education levels in the amounts of compensation shall be as set forth in the applicable range in Exhibit III, attached and incorporated into this MOU. The additional incentive shall be held in abeyance until the required years of service are met (if not met prior to September 30, 2021). Members of this bargaining unit who are conferred a degree/achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.

a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two
years of service with the El Segundo Fire Department pursuant to Schedule 1, Fire Units;

b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department pursuant to Schedule 1, AA Degree;

c. Bachelor’s Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department pursuant to Schedule 1, BA Degree.

d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

3. Bargaining unit members hired after November 28, 2015, shall be eligible for the following Education Bonus, which 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 earnings:

<table>
<thead>
<tr>
<th>Degree Level</th>
<th>Monthly Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor's Degree</td>
<td>$1000 monthly</td>
</tr>
<tr>
<td>Master's Degree</td>
<td>$1500 monthly</td>
</tr>
</tbody>
</table>

Section 4.02 ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein. Each employee who qualifies for educational incentive pay shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for educational incentive pay, an employee shall cease to receive such pay during any time period that the employee does not meet the requirements for educational incentive pay; the employee is suspended without pay or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

Section 4.03 CONTINUOUS TRAINING

1. The City currently provides the training and the means to obtain the EMT-D certification and the Class “B” Restricted Driver’s License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.
ARTICLE 5 - EDUCATIONAL INCENTIVE PROGRAMS - TIER TWO

Section 5.01  INCENTIVE-PAY EDUCATION BONUS—TIER TWO

Bargaining unit members hired after November 28, 2015, shall be eligible for the following—monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a, which is conditioned on satisfactory score on his/her most recent performance evaluation.

The Education Bonus 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 to CalPERS as compensation earned:

Bachelor’s Degree $500 monthly
Master’s Degree $900 monthly

The above amounts shall not be cumulative.

1.

Section 5.02  ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

ARTICLE 65 - LONGEVITY ACHIEVEMENT-PAY

Section 56.01  TENURE AND COMPENSATION SCHEDULE—TIER ONE
1. Members of this bargaining unit hired on or before November 28, 2015 will be eligible for one additional—Longevity Pay increase as set forth in Exhibit IV, attached and incorporated into this MOU. Once the next longevity level has been reached the employee shall not be eligible for any future longevity levels.

Bargaining Unit members hired on or after November 28, 2015, shall not be eligible for the Longevity Pay

Section 5.02—ELIGIBILITY

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 pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re qualification.

ARTICLE 7—LONGEVITY ACHIEVEMENT PAY—TIER TWO

1. Bargaining Unit members hired on or after November 28, 2015, shall be eligible for Longevity Pay as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$500</td>
</tr>
<tr>
<td>13</td>
<td>$700</td>
</tr>
<tr>
<td>20</td>
<td>$900</td>
</tr>
</tbody>
</table>

The Longevity payments in this section are as set forth in Exhibit V, attached and incorporated into this MOU.

ARTICLE 86—INSURANCE ACTIVE EMPLOYEES

Section 86.01—BASIC HEALTH AND MEDICAL INSURANCE

1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 86.02—OPTICAL INSURANCE PROVIDER

1. The optical insurance plan to be selected by the City will be the Teamsters' proposed vision plan provided through Vision Care Plan or a plan with similar benefits.
Section 86.03 HEALTH INSURANCE FORMULA

1. Effective for the medical premium fee January 2012 and for the duration of calendar year 2012, the maximum monthly City-paid health insurance premium contribution for medical health insurance contribution shall be $1,500.00.

2. Effective for the medical premium fee January 2020 and for the duration of calendar year 2020, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,575.00. This rate is equal to the average dollar cost of the 2016 premiums for an employee and two (2) or more dependents covered by the City's Medical and Hospital Care Program in the Los Angeles Area, as that term is defined by CalPERS. The 2016 rate of $1,425.02 shall remain in effect for the term of this MOU.

3. Effective for the medical premium fee January 2021 and for the duration of the term of this MOU, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,650.

3.1. 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 2016 monthly rate is $9.52 and is subject to change.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. Effective for the premium beginning in January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of $100 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: (i) dental, (ii) optical, (iii) life, and (iv) health insurance. Premiums paid by the Greater Los Angeles Area Association of Professional Firefighters shall be deducted from the employee's paycheck and if eligible through the City's established flex plan under section 15 of the Internal Revenue Code. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance.

Section 6.05 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be reported to the taxing authorities as ordinary income of the employees.
2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee’s medical insurance and retirement payments as if the employee were not on Leave.

3. Employees of the Firefighters Bargaining Unit may participate in the City’s Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City’s Catastrophic Leave Program.

Section 6.06  CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. 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.

b. 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.

c. Procedures

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.

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.

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.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.
5. 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.

Section 6.07 LONG TERM CARE GROUP INSURANCE

1. Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. 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 member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. 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 member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

ARTICLE 7 - INSURANCE RETIRED EMPLOYEES

Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

1. The City will pay 100% of the premium for the agreed upon health insurance, under the City’s insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City’s insurance plans.
Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE

1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City's group insurance plans except as may be mandated by law (e.g., COBRA).

ARTICLE 8 - SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month’s service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
   a. 50% after ten (10) years of service.
   b. 90% after twenty (20) years of service.
2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation “catch up” permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee’s sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

1. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee’s accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.05 SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee’s beneficiaries and/or estate at the “regular rate of pay.” Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the “regular rate of pay” for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.
ARTICLE 9 - VACATION LEAVE

Section 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
   a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;
   b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;
   c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
   a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.
   b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.
   c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unused vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year’s continuous service with the City.

Section 9.04 VACATION BUY BACK

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.
Section 9.05  VACATION ACCRUAL ON IOD

1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section 9.06  PROMOTION AND TRANSFER ELIGIBILITY

1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07  PAYOUT ON TERMINATION

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

Section 9.08  EMERGENCY USE

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

ARTICLE 10 - OVERTIME

Section 10.01  GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. This rate periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties
acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

4. In determining an employee’s eligibility for overtime compensation in a work period, paid leave of absence and unpaid leave of absence—“sick leave” shall be excluded from the total hours worked. Paid leave of absence that are to be excluded from total hours worked are the following:
   a. Vacation Leave
   b. Sick Leave

5. 56- HOUR SUPPRESSION ASSIGNMENT- The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day “FLSA cycle”. The employer shall pay premium pay of 1.5 times the regular rate of pay for a total of 124 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered “regularly scheduled overtime,” thus premium pay reportable to CalPERS as normal hours worked.

Section 10.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006
   a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03 FORCED HIRED COMPENSATION

1. Effective July 1, 2006
   a. Notwithstanding Section 10.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department’s practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression 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.

Section 10.04 Compensatory Time Off
Effective November 23, 2018, employees may elect to convert straight-time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half-time “premium” portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

1. Union members are eligible to participate in the City's approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 11.02 DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City's Deferred Compensation Plan established under Section 401(k) of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City's Deferred Compensation Plan established under Section 401(a) of the Internal Revenue Code.

ARTICLE 12 - RETIREMENT - PERS

Section 12.01 PERS RETIREMENT PLAN

1. For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:

   a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.

   b. One-Year Final Compensation option “single highest year” (Government Code Section 20042)

2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:

   a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining
unit on or after January 1, 2013.

b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.

c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12.02 Optional Benefits

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
   b. Military Service Credit as Public Service - employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
   c. Fourth Level of 1959 Survivor Benefits - in accordance with Government Code Section 21574.
   d. Pre-Retirement Option 2W Death Benefit - in accordance with Government Code Section 21548.

Section 12.03 PERS Payment Pick-Up

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497, the City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

2. The City’s pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City’s pick-up percentage shall not occur without mutual agreement of the parties.

2.3 Effective November 23, 2013, “classic” members, as defined by the California Pension Reform Act of 2013 (AB340), shall make an additional contribution to CalPERS of three percent (3%) of compensation earnable that employee contribution to CalPERS simultaneously with the salary increase identified in Section 2.01. These employees shall pay an amount equal to twelve (12) percent of compensation earnable as the employee contribution to PERS. These deductions shall be pre-tax and be pursuant to California Government Code section 20516(5) until
such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20916(a).

ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liners, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

Section 13.03 DEPARTMENT UNIFORM OFFICER

1. The duties of the Department Uniform Officer may be assigned in the Firefighters’ bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01 GENERAL

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, child, mother, father, grandparents or sibling of the employee or their spouse/significant other.
Section 14.02  USE OF OTHER LEAVES

1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

Section 14.03  DOCUMENTATION

1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member’s fire department personnel file.

ARTICLE 15 - COMPUTER LOAN PROGRAM

Section 15.01  GENERAL

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of $4000 cumulative interest free loan to purchase personal computer hardware and software. 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 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.

2. City shall 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.

3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

Section 15.02  INITIAL LOAN

1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars). 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. 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 36-month repayment term.
Section 15.03 ELIGIBLE PURCHASES

1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.

Section 15.04 ELIMINATION OF COMPUTER LOAN PROGRAM

Effective November 23, 2018, the Computer Loan Program shall be eliminated for members of this Unit. The City shall honor the computer loan request from the one unit member who has submitted such request prior to November 23, 2018, subject to the guidelines of the program.

ARTICLE 16 - SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS

1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section 16.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.

3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.

4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. We will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.
Section 16.03 MEETINGS

1. The committee shall meet at the discretion of their selected chairperson.

ARTICLE 17 - TRAINING REIMBURSEMENT

Section 17.01 PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:
   a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.
   b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.
   c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.
   d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:
   a. Primary Paramedic Training.
   b. State Accreditation Fee.
   c. L.A. County Accreditation Fee.

Section 17.02 DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:
   a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.
b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

   a. Fees for the course(s).

   b. Travel, per diem and lodging expense.

ARTICLE 18 - EDUCATIONAL REIMBURSEMENT

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article. However, since there is a re-opener on this subject during the term of this Agreement, the parties have agreed to retain the language below for historical reference only.

FOR HISTORICAL REFERENCE ONLY

Section 18.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.
Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

   a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

   b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

   c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

   d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.

   e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

   f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

   g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 18.03 CITY REIMBURSEMENT AGREEMENT

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

   a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach 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 18.04 CITY REIMBURSEMENT SCHEDULE

1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the
percentage of the total reimbursement to be refunded to the City.

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**ARTICLE 19 - TEMPORARY APPOINTMENTS**

Section 19.01  GENERAL

1. Where 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, “appreciable period of time” is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 19.02  METHOD FOR FILLING VACANCIES

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

Section 19.03  GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

   a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.

   b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 19.04  PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.

c. The provisional appointment will not cause an over burden of staffing replacement hours.

d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05  DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 19.06  INTENT OF POLICY

1. This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE 20 - MAINTENANCE AND REPAIRS

Section 20.01  LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY

   a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.
2. PAINTING

a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

ARTICLE 21 - MATERNITY LEAVE

Section 21.01 EQUAL BENEFITS

1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

Section 21.02 WORKING AND REPORTING

1. It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

Section 21.03 LIGHT DUTY

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.
Section 21.04 LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of “disabled because of pregnancy” includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee’s other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee’s physician or her other licensed health-care provider. At the end of the employee’s period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act (“CFRA”) eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 21.05 NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

   a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

   b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section 21.06 RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:
a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or

b. Each means of preserving the job for the employee would substantially undermine the City’s ability to operate safely and efficiently.

Section 21.07 COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

   a. There is no comparable position available; or

   b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.

   c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08 RIGHTS

1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS

Section 22.01 DISABILITY RETIREMENT APPEAL PROCEDURES

1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.

Section 22.02 INJURY ON DUTY PROCEDURES

1. The parties have agreed upon an injury on duty procedures dated June 18, 2003
Section 22.03  MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-8 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.04  REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section 22.05  RANK FOR RANK POLICY

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.
Section 22.06  **DRUG-FREE WORKPLACE POLICY**

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.07  **LAYOFF AND RECALL POLICY**

1. Definitions

   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

   a. 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 (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

      1. Temporary, part-time and seasonal employees;
      2. Probationary employees;
      3. Employees who have finished their probationary period.

3. Notice to Employees

   a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.
4. At-Will Employees

   a. 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 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.

5. Benefit Payoff

   a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

   a. Permanent employees shall be laid off in order of 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 seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

   a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment. That is, the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

   a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.
9. Breaking Ties

a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used):

1. Overall raw score.
2. Raw score of the oral interview.
3. Raw score of the Practical (Engineers)
4. Raw score of the written examination.
5. The earliest date and time of application.

10. Salary Placement

a. 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 the 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 the reemployment list or lists.

11. Reemployment List

a. 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 refused 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.

12. Letter of Layoff

a. 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.

13. Rights of Reemployment

a. If a person is reemployed by the City within three (3)
years, the employee's seniority, sick leave and vacation
accrual rates shall be reinstated. Any accumulated sick
leave and/or vacation earnings shall also be reinstated to
the extent that the employee did not receive compensation
for such earnings at the time of layoff. Upon reemployment,
employees will be placed on the same salary step held at the
time of layoff.

14. Appeal

a. If the above procedures, except for Section B - Grounds for
Layoff and Section D - At-Will Employees, are misapplied and
adversely affect a laid-off or displaced employee, the
adversely affected employee may file an appeal, setting
forth what sections of this Section were violated, to the
City Manager.

Section 22.08 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

a. To promote improved employer-employee relations by
establishing procedures for the fair and orderly resolution
of disputes between the City and the Union and/or the City
and employees represented by the Union.

b. To provide that grievances shall be settled as near as
possible to the point of origin.

c. To provide that the grievance procedures shall be as
informal as possible.

2. Definition

a. A "Grievance" shall be defined as a controversy between the
City and the Union or an employee or employees covered by
this agreement. Such controversy must pertain to any of the
following:

1. Any matter involving the application of any provision
   of this agreement; or

2. Any matter involving the violation(s) of any provision
   or intent of this agreement; or

3. Any matter that affects the working conditions of the
   employee or the application of all rules, regulations,
policies and/or laws affecting the employees covered by this agreement; or

4. Any protests of ratings or performance evaluations.

3. Evaluations

a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) business days after termination of Step 2. A meeting with the employee, Union representative, and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline

a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 564. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day
following the presentation of the grievance and giving of such answer will terminate Step 1.

2. **Step 2** - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. **Step 3** - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. **Step 4** - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services, within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).
6. Representation

a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any PBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section 22.09 SHIFT TRADE POLICY

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

Section 22.10 NO SMOKING POLICY

1. Effective July 1, 1987 Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from
smoking and/or using tobacco products at any time on or off duty, except as specified below.

2-3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

Section 22.11 MEDICAL EXAMINATION POLICY

1. Effective November 28, 2015, the City shall no longer provide annual medical examinations to members of this bargaining unit.

Section 22.12 MILITARY LEAVE POLICY

1. City shall provide military leave in accordance with law.

Section 22.13 ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 22.14 JURY DUTY

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

   a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

   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 unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.
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 or use vacation leave for the remainder of the employee’s scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 22.15 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

1. Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

1. Effective July 1, 2006, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal “Meet and Confer” process shall be in addition to, and shall not
count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section 23.04 VOLUNTARY DUES DEDUCTIONS/AGENCY SHOP CLAUSE

1. Pursuant to California Government Code Section 3502.5, the parties agree to institute an “Agency Shop” agreement whereby an employee in the unit of representation covered by this Agreement is required, as a condition of continued employment, either to join the El Segundo Firefighters’ Association or pay a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. As a result, each bargaining unit employee must either:

   a. Elect to join the Union and pay union dues; or
   b. Pay an agency fee fee representation; or
   c. With a bona fide religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.

   The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union). Effective January 1, 2012, the Finance Department shall deduct voluntary union dues, agency fee and religious exemption fees from all employees when the authorized Union official has certified that the written authorization for deduction of such dues and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

2. The Union shall notify the City of any agency fee payer who
   a. Elects to only pay fair share fees. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer’s paycheck.

3. The Union shall notify the City if the amount of voluntary dues will change.

New Hire Notification
1. Effective January 1, 2013, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.
Failure to Pay Dues/Fees

1. Should an employee fail to make an election and provide the City a signed copy of the Agency Shop election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee's name, classification and date of hire.

Religious Exception

1. An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

2. An employee claiming religious exception status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

3. In lieu of union dues or agency fee, the employee claiming religious exception shall be required to make a contribution equal to the Agency Fee, to one of the following non-labor, non-religious charitable organizations: South Bay Police Fire Memorial Foundation; Alice Ann Ruch Burn Foundation; Muscular Dystrophy Association; El Segundo Education Foundation.

Records

1. On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Recession of Agreement

1. The Agency shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

1. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.
ARTICLE 24 - HOLIDAYS

Section 24.01  ACCUMULATION

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOP) shall continue to accumulate one hundred and forty-four hours per year in lieu of holiday, but shall use holiday pay based on the assigned light duty or IOP work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02  ANNUAL PAYMENT

1. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid the holiday pay at the employee’s rate of pay. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10. Benefits shall be paid at the employee’s regular rate of pay existing at the time the check is processed.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive holiday pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article 2.02) which includes the employee’s base salary plus all remuneration required to be included in the regular rate of pay.

Section 24.03  PERS PICK-UP

Effective November 28, 2015, the City shall no longer pay any of the members’ PERS contribution on Holiday pay.

ARTICLE 25 - MISCELLANEOUS

Section 25.01  PROMOTIONAL EXAMINATION REQUIREMENTS

REPLACE LANGUAGE PER TENTATIVE AGREEMENT

1. Effective July 1, 2002

Candidates for Fire Captain promotional examinations shall be required to have 4 years firefighting experience and possess an AA or AS degree, which includes a curriculum in Fire Science or 10 years of firefighting experience with the El Segundo Fire Department. If the promotional testing is declared to be open competitive the requirements for outside candidates shall be equivalent to the education requirement and/or equivalent to the time in rank in a full-time professional fire department.

2. Effective July 1, 2006

Candidates for Battalion Chief promotional for closed
promotional examinations shall be required to have eight (8) years experience in the fire service including 4 years as a captain, possess a Bachelor’s Degree or 10 years of service as a Fire Captain with the El Segundo Fire Department. If the promotional testing is declared to be open competitive, the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

25.01 Education and Experience General Statement

Formal Education and Certification is highly desirable for promotion. In addition to formal education, possession of State Fire Training Company Officer Certification can be used to substitute one year of experience in preparation of Fire Captain promotion and possession of State Fire Training Chief Officer Certification can be used to substitute one year of experience for Fire Battalion Chief.

Fire Paramedic

Candidates for Fire Paramedic shall be required to have successfully completed probation as an El Segundo firefighter with the El Segundo Fire Department.

Fire Engineer

Candidates for Fire Engineer shall be required to have two (2) years of firefighting experience with the El Segundo Fire Department and possess a Class A, B, and Tier endorsement from the El Segundo Fire Department; or four (4) years of firefighting experience with the El Segundo Fire Department (Class A, B, and Tier endorsement will be required prior to appointment).

Fire Captain

Candidates for Fire Captain shall be required to have ten (10) years of fire service experience with the El Segundo Fire Department or five (5) years fire service experience with an AA degree.

Fire Battalion Chief

Candidates for Battalion Chief shall be required to have ten (10) years of experience with the El Segundo Fire Department including three (3) as a Fire Captain or eight (8) years experience with the El Segundo Fire Department, including three (3) as a Fire Captain and BA degree.

If the promotional testing is declared to be open competitive, the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.
Section 25.02 OPPORTUNITY TO REVIEW MATERIALS

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 25.03 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

ARTICLE 26 - SCHEDULE

Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

ARTICLE 27 - TERM

Section 27.01 TERM

The term of this MOU shall be October 1, 2014 through September 30, 2021. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

Article 28 - Limited Layoffs

Section 28.01 No layoffs

Before instituting any layoffs the City will agree to meet and confer
in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

ARTICLE 29 - SIGNATURES

Section 29.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2014 to September 30, 2017 including the cover, index, Exhibits I-IV and signature pages, is made and entered into between the Union and the City as amended November 18, 2015.

For the Union:
Andrew Powell
President

Geoffrey Gerny
Vice-President

Clayton Holt
Vice President

Daniel Engler,
Treasurer

Deena Lee,
Secretary

For the City:
Greg Carpenter
City Manager

Mareka A. Belkuts David Serrano
Director of Human Resources

Joseph Billic
Director of Finance
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS
OF PUNITIVE ACTION
UNDER THE
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled “Hearing on Appeals” and Section 2.28.150, entitled “Employee Appeals” of Chapter 2.28, entitled “Personnel Merit System” of the City of El Segundo Municipal Code.

1. DEFINITIONS

   a. The term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

   b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.  

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

   i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

   ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled "Notice of Defense" which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

   iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a

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1 The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as "Commission/ City Council" inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.
hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent’s right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge - Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/City Council on matters of law. The Commission/City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the
evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or
suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department ("Department") shall bear the burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied
even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

   cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the
proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer’s decision is final and binding, without further appeal or review.
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3682

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EXHIBIT I
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Section 1.01 PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters’ Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

Notwithstanding the above, the Parties agree that during the term of this Memorandum, either party may re-open this Memorandum and require the other party discuss the following items:

(a) Modification to the Municipal Code
(b) Arbitration of claims
(c) Worker’s Compensation Carve Out Program
(d) Education Reimbursement Program

However, no changes shall be made with respect to any of the above items without mutual agreement by the parties.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.
Section 1.03 MANAGEMENT RIGHTS

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

2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement 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; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for 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 within the scope of representation.

Section 1.04 SAVINGS CLAUSE

1. If any provision or the application of any provision of this Memorandum as implemented should 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 force and effect for the duration of said Memorandum.

Section 1.05 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.06 MAINTENANCE OF EXISTING BENEFITS

1. The 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.

2. Nothing herein prevents the City and Union 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 Union are required to effect any change.

Section 1.07 NON-DISCRIMINATION CLAUSE

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.

2. 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 employee 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 a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement dealing with State or Federal anti-discrimination laws.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.
ARTICLE 2 - SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of “compounding” base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective November 23, 2018, the base salary of each represented employee shall be increased by nine percent (9%).

3. Effective the pay period that includes October 1, 2019, the base salary of each represented employee shall be increased by two and one-half percent (2.5%).

4. Effective the pay period that includes October 1, 2020, the base salary of each represented employee shall be increased by two and one-half percent (2.5%).

5. Attached to this Memorandum of Understanding as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

6. The Parties agree to re-open the MOU, at the City’s option, if the City determines that it is facing a fiscal hardship. However, no changes shall be made based upon this re-opener without mutual agreement by the parties.

Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

<table>
<thead>
<tr>
<th>Position</th>
<th>Range Number</th>
<th>Steps A – F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>483</td>
<td></td>
</tr>
<tr>
<td>Fire Engineer</td>
<td>497</td>
<td></td>
</tr>
<tr>
<td>Fire Paramedic</td>
<td>497</td>
<td></td>
</tr>
<tr>
<td>Fire Captain</td>
<td>510</td>
<td></td>
</tr>
</tbody>
</table>

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A – E.

Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all
of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

1. This MOU periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 USC § 207(e) within the Fair Labor Standards Act (“FLSA”). The term “regular rate of pay” as used in this MOU is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 209 USC § 207(e)(1-8). The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8) then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. 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/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year’s service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. If the employee's 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 anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay
unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee’s performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06  FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07  CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled “Base Schedule-Step Advancement” herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and 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.

Section 2.08  SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification 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 of the base rate of the affected employee.

2. 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/her 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.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).
Section 2.09  FLEXIBLE SPENDING ACCOUNT

1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 3 - INCENTIVE COMPENSATION

Section 3.01  PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

Section 3.02  PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit V.

2. The members qualifying for this incentive may be utilized on paramedic on service apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

   a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

   b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

   c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Enginee or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)
d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member’s request. Certification, recertification or licensure shall be at the member’s own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City’s EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City’s Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

Section 3.03 FIRE STAFF PREMIUM PAY

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee’s regular rate of pay to which they are entitled.

Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

1. Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.05 LIGHT-DUTY PAY

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.
Section 3.06 **FIRE INVESTIGATOR PREMIUM PAY**

1. The assignment of cause and origin/arson investigators (also described as “fire investigators”) shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.07 **TILLER PREMIUM PAY**

1. Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.

Section 3.08 **DRIVER’S LICENSE PREMIUM PAY**

1. Effective the pay period beginning November 28, 2015, Driver’s License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class “C” license with a firefighter endorsement qualified to operate a class “A” vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.09 **REQUESTING INCENTIVE COMPENSATION**

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

<table>
<thead>
<tr>
<th>Incentive Compensation</th>
<th>Required Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic License Incentive:</td>
<td>Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.</td>
</tr>
<tr>
<td>Educational Program – EMT-D</td>
<td>A current EMT-D certification</td>
</tr>
<tr>
<td>Educational Program – Units</td>
<td>Official or unofficial transcript listing required units.</td>
</tr>
<tr>
<td>Educational Program – Certificate</td>
<td>Certificate, or official or unofficial transcript listing certificate earned.</td>
</tr>
</tbody>
</table>
2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

ARTICLE 4 - EDUCATIONAL PROGRAMS - TIER ONE

Section 4.01 INCENTIVE PAY

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Educational Incentive Pay for achieving the following education levels in the manner set forth in Exhibit III, attached and incorporated into this MOU. Members of this bargaining unit who achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.

   a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science;

   b. Associate of Arts Degree with at least twenty units in Fire Science;

   c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief.

   d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

3. Section 4.02 ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein.
Section 4.03 CONTINUOUS TRAINING

1. The City currently provides the training and the means to obtain the EMT-D certification and the Class “B” Restricted Driver’s License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

ARTICLE 5 - EDUCATIONAL PROGRAMS - TIER TWO

Section 5.01 EDUCATION BONUS

Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.

The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:

Bachelor’s Degree $500 monthly
Master’s Degree $900 monthly

The above amounts shall not be cumulative.

Section 5.02 ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

ARTICLE 6 - LONGEVITY PAY
Section 6.01  TIER ONE

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth in Exhibit IV, attached and incorporated into this MOU.

ARTICLE 7 - LONGEVITY PAY - TIER TWO

1. Bargaining Unit members hired on or after November 28, 2015, shall be eligible for Longevity Pay as follows:

   6 years of service – $500600 monthly
   13 years of service –$700 monthly
   20 years of service –$900 monthly

The Longevity payments in this section are as set forth in Exhibit V, attached and incorporated into this MOU.

ARTICLE 8 - INSURANCE ACTIVE EMPLOYEES

Section 8.01  BASIC HEALTH AND MEDICAL INSURANCE

1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 8.02  OPTICAL INSURANCE PROVIDER

1. The optical insurance plan to be selected by the City will be the Teamsters’ proposed vision plan provided through Vision Care Plan or a plan with similar benefits.

Section 8.03  HEALTH INSURANCE FORMULA

1. Effective January 2019 and for the duration of calendar year 2019, the maximum monthly City-paid health insurance premium contribution for medical health insurance shall be $1,500.

2. Effective January 2020 and for the duration of calendar year 2020, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,575.
3. Effective January 2021 and for the remainder of the term of this MOU, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be $1,650.

4. 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 2016 monthly rate is $9.52 and is subject to change.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. Effective January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of $135 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order: (i) optical, (ii) life, and (iii) dental. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance.

Section 6.05 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be reported to the taxing authorities as ordinary income of the employees.

2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee’s medical insurance and retirement payments as if the employee were not on Leave.

3. Employees of the Firefighters Bargaining Unit may participate in the City’s Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City’s Catastrophic Leave Program.

Section 6.06 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. 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.

b. 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.

c. Procedures

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.

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.

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.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. 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.

Section 6.07 LONG TERM CARE GROUP INSURANCE

1. Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. 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 member until age 18. Said medical
premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. 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 member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

ARTICLE 7 – INSURANCE RETIRED EMPLOYEES

Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

1. The City will pay 100% of the premium for the agreed upon health insurance, under the City’s insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City’s insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE

1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City's group insurance plans except as may be mandated by law (e.g., COBRA).
ARTICLE 8 - SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month’s service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee’s unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
   a. 50% after ten (10) years of service.
   b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee’s sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

1. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated
at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.05  SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee’s beneficiaries and/or estate at the “regular rate of pay”. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.06  ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the “regular rate of pay” for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

ARTICLE 9 – VACATION LEAVE

Section 9.01  VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

   a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;

   b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;

   c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02  VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.

b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.

c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year’s continuous service with the City.

Section 9.04 VACATION BUY BACK

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.

Section 9.05 VACATION ACCRUAL ON IOD

1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY

1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07 PAYOUT ON TERMINATION
1. Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Section 9.08     EMERGENCY USE

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

ARTICLE 10 - OVERTIME

Section 10.01     GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee's 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

In determining an employee's eligibility for overtime compensation in a work period, "sick leave" shall be excluded from the total hours worked.

4. 56- HOUR SUPPRESSION ASSIGNMENT- The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered "regularly scheduled overtime," thus premium pay reportable to CalPERS as normal hours worked.
Section 10.02  OVERTIME UNDER FLSA

1. Effective July 1, 2006

   a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03  FORCED HIRE COMPENSATION

1. Effective July 1, 2006

   a. Notwithstanding Section 10.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department’s practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression 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.

Section 10.04  Compensatory Time Off

Effective November 23, 2018, employees may elect to convert straight time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half time “premium” portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01  ELIGIBILITY / PROGRAM ADMINISTRATOR

1. Union members are eligible to participate in the City’s approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 11.02  DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City’s Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee’s regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City’s Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.
ARTICLE 12 - RETIREMENT - PERS

Section 12.01  PERS RETIREMENT PLAN

1. For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.
   b. One-Year Final Compensation option “single highest year” (Government Code Section 20042)

2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.
   b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.
   c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
   d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12.02  OPTIONAL BENEFITS

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
   a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
   b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
   c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
   d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548
Section 12.03  PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

2. The City’s pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City’s pick-up percentage shall not occur without mutual agreement of the parties.

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

ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT

Section 13.01  UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section 13.02  CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.
Section 13.03  DEPARTMENT UNIFORM OFFICER

1. The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01  GENERAL

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, child, mother, father, grandparents or sibling of the employee or their spouse/significant other.

Section 14.02  USE OF OTHER LEAVES

1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

Section 14.03  DOCUMENTATION

1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

ARTICLE 15 - COMPUTER LOAN PROGRAM

Section 15.01  GENERAL

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of $4000 cumulative interest free loan to purchase personal computer hardware and software. 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 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.

2. City shall 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.
3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

Section 15.02 INITIAL LOAN

1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars). 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. 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 36-month repayment term.

Section 15.03 ELIGIBLE PURCHASES

1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.

Section 15.04 ELIMINATION OF COMPUTER LOAN PROGRAM

Effective November 23, 2018, the Computer Loan Program shall be eliminated for members of this Unit. The City shall honor the computer loan request from the one Unit member who has submitted such request prior to November 23, 2018, subject to the guidelines of the program.

ARTICLE 16 - SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS

1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section 16.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.
3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.

4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section 16.03 MEETINGS

1. The committee shall meet at the discretion of their selected chairperson.

ARTICLE 17 - TRAINING REIMBURSEMENT

Section 17.01 PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:

   a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

   b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

   c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

   d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:

   a. Primary Paramedic Training.

   b. State Accreditation Fee.

   c. L.A. County Accreditation Fee.
Section 17.02  DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

a. Fees for the course(s).

b. Travel, per diem and lodging expense.

ARTICLE 18 - EDUCATIONAL REIMBURSEMENT

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article. However, since there is a re-opener on this subject during the term of this Agreement, the parties have agreed to retain the language below for historical reference only.

FOR HISTORICAL REFERENCE ONLY

Section 18.01  REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee’s non-work hours in which a minimum "C" grade or certificate is
received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

   a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

   b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

   c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

   d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.

   e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

   f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

   g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 18.03 CITY REIMBURSEMENT AGREEMENT

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

   a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C"
or better." (Attach 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 18.04  CITY REIMBURSEMENT SCHEDULE

1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

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ARTICLE 19 -TEMPORARY APPOINTMENTS

Section 19.01  GENERAL

1. Where 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, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 19.02  METHOD FOR FILLING VACANCIES

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

Section 19.03  GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

   a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 19.04 PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:

   a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

   b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.

   c. The provisional appointment will not cause an over burden of staffing replacement hours.

   d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

   e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05 DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 19.06 INTENT OF POLICY

1. This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.
ARTICLE 20 - MAINTENANCE AND REPAIRS

Section 20.01 LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY
   a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. PAINTING
   a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

ARTICLE 21 - MATERNITY LEAVE

Section 21.01 EQUAL BENEFITS

1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

Section 21.02 WORKING AND REPORTING

1. It is the employee’s right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.
Section 21.03 **LIGHT DUTY**

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee’s pregnancy if she so requests, with the advice of her physician or the employee’s other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Section 21.04 **LEAVE**

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of “disabled because of pregnancy” includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee’s other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee’s physician or her other licensed health-care provider. At the end of the employee’s period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act (“CFRA”) eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 21.05 **NOTICE OF LEAVE**

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical
conditions as a condition of granting pregnancy disability leave.

b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section 21.06 **RETURNING TO WORK**

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

   a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or

   b. Each means of preserving the job for the employee would substantially undermine the City’s ability to operate safely and efficiently.

Section 21.07 **COMPARABLE POSITION**

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

   a. There is no comparable position available; or

   b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act (“FMLA”) leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.

   c. “Employment in a comparable position” means employment in a position, which is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08 **RIGHTS**

1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.
ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS

Section 22.01 DISABILITY RETIREMENT APPEAL PROCEDURES

1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.

Section 22.02 INJURY ON DUTY PROCEDURES

1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

Section 22.03 MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.04 REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.
Section 22.05  RANK FOR RANK POLICY

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

Section 22.06  DRUG-FREE WORKPLACE POLICY

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.07  LAYOFF AND RECALL POLICY

1. Definitions

   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

   a. 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 (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

      1. Temporary, part-time and seasonal employees;

      2. Probationary employees;

      3. Employees who have finished their probationary period.

3. Notice to Employees

   a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees
reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

a. 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.

5. Benefit Payoff

a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

a. Permanent employees shall be laid off in order of 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 seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position
including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

9. Breaking Ties
   a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).
      1. Overall raw score.
      2. Raw score of the oral interview.
      3. Raw score of the Practical (Engineers)
      4. Raw score of the written examination.
      5. The earliest date and time of application.

10. Salary Placement
    a. 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 the 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 the reemployment list or lists.

11. Reemployment List
    a. 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 refused 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.
12. Letter of Layoff

   a. 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.

13. Rights of Reemployment

   a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

   a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section 22.08    GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

   a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

   b. To provide that grievances shall be settled as near as possible to the point of origin.

   c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

   a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:

       1. Any matter involving the application of any provision of this agreement; or
2. Any matter involving the violation(s) of any provision or intent of this agreement; or

3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this agreement; or

4. Any protests of ratings or performance evaluations.

3. Evaluations

   a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline

   a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586,. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

   a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

      1. Step 1 – An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) business days after the
employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.

2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent
forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section 22.09 SHIFT TRADE POLICY

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.
Section 22.10  NO SMOKING POLICY

1. Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty, except as specified below.

3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

Section 22.11  MEDICAL EXAMINATION POLICY

1. Effective November 28, 2015, the City shall no longer provide annual medical examinations to members of this bargaining unit.

Section 22.12  MILITARY LEAVE POLICY

1. City shall provide military leave in accordance with law.

Section 22.13  ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 22.14  JURY DUTY

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

   a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

   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 unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

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 or use vacation leave for the remainder of the employee’s scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 22.15 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

1. Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.
Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal “Meet and Confer” process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section 23.04 VOLUNTARY DUES DEDUCTIONS

Union Dues

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.

1. The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union). The Union shall notify the City if the amount of dues will change.
Records

1. On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Indemnification

1. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.

ARTICLE 24 - HOLIDAYS

Section 24.01 ACCUMULATION

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOD) shall continue to accumulate one hundred and forty-four hours per year in lieu of holiday, but shall use holiday pay based on the assigned light duty or IOD work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02 ANNUAL PAYMENT

1. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid the holiday pay at the employee’s rate of pay. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article 2.02) which includes the employee’s base salary plus all remuneration required to be included in the regular rate of pay.
Section 24.03 PERS PICK-UP

Effective November 28, 2015, the City shall no longer pay any of the members’ PERS contribution on Holiday pay.

ARTICLE 25 - MISCELLANEOUS

Section 25.01 PROMOTIONAL EXAMINATION REQUIREMENTS

a. 25.01 Education and Experience General Statement

Formal Education and Certification is highly desirable for promotion. In addition to formal education, possession of State Fire Training Company Officer Certification can be used to substitute one year of experience in preparation of Fire Captain promotion and possession of State Fire Training Chief Officer Certification can be used to substitute one year of experience for Fire Battalion Chief

**Fire Paramedic**

Candidates for Fire Paramedic shall be required to have successfully completed probation with the El Segundo Fire Department.

**Fire Engineer**

Candidates for Fire Engineer shall be required to have two (2) years of firefighting experience with the El Segundo Fire Department and possess a Class A, B, and Tiller endorsement from the El Segundo Fire Department; or four (4) years of firefighting experience with the El Segundo Fire Department (Class A, B, and Tiller endorsement will be required prior to appointment).

**Fire Captain**

Candidates for Fire Captain shall be required to have ten (10) years of fire service experience with the El Segundo Fire Department or five (5) years fire service experience with an AA degree.

**Fire Battalion Chief**

Candidates for Battalion Chief shall be required to have ten (10) years of experience with the El Segundo Fire Department including three (3) as a Fire Captain or eight (8) years experience with the El Segundo Fire Department, including three (3) as a Fire Captain and BA degree.

If the promotional testing is declared to be open-competitive, the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.
Section 25.02 OPPORTUNITY TO REVIEW MATERIALS

1. No employee shall have any comment adverse to his/her interest entered into the employee’s personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 25.03 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration’s discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

ARTICLE 26 - SCHEDULE

Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

ARTICLE 27 - TERM

Section 27.01 TERM

The term of this MOU shall be October 1, 2018 through September 30, 2021. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

Article 28 - Limited Layoffs

Section 28.01 No layoffs
Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

ARTICLE 29 - SIGNATURES

Section 29.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2014 to September 30, 2017 including the cover, index, Exhibits I-IV and signature pages, is made and entered into between the Union and the City as amended November 18, 2015.

For the Union:

Andrew Powell  Greg Carpenter
President  City Manager

Geoffrey Gerny  Martha A. Dijkstra
Vice-President  Director of Human Resources

Clayton Holt
Vice President

Daniel Engler,
Treasurer

Deena Lee,
Secretary

For the City:
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS
OF PUNITIVE ACTION
UNDER THE
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled “Hearing on Appeals” and Section 2.28.150, entitled “Employee Appeals” of Chapter 2.28, entitled “Personnel Merit System” of the City of El Segundo Municipal Code.

1. DEFINITIONS

   a. The term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

   b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. ¹

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled “Notice of Defense” which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a

¹ The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as “Commission/ City Council” inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.
hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent’s right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the
evidence.

g. The Commission/City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or
suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department (“Department”) shall bear the burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied
even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

   cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the
proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer's decision is final and binding, without further appeal or review.
RESOLUTION NO.____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO FIREFIGHTERS' ASSOCIATION BARGAINING UNIT

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

Section 1: Discussions have taken place in the meet and confer process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Bargaining Unit.

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding between the City of El Segundo and this Bargaining Unit. A copy of the Memorandum of Understanding is attached as Exhibit “A”.

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

Section 4: This Resolution will become effective immediately upon adoption and

PASSED AND ADOPTED this _____ day of ____________, 2018.

______________________________
Drew Boyles,
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 21st day of November, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21st day of November, 2018.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO FIREFIGHTERS' ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Firefighters' Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,500 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2019 through December 31, 2019.

SECTION 3: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,575 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2020 through December 31, 2020.

SECTION 4: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,650 per month, plus administrative fees and Contingency Reserve Fund Assessments for the medical insurance coverage period of January 1, 2021 through December 31, 2021.

SECTION 5: The City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 6: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 7: Under Government Code § 22892, this Resolution will become effective January 1, 2018 and will remain effective unless repealed or superseded.

PASTED, APPROVED AND ADOPTED this 21st day of November, 2018.

_________________________
Drew Boyles
Mayor

1.
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 21st day of November, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21st day of November, 2018.

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

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Mark D Hensley
City Attorney
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS
OF PUNITIVE ACTION
UNDER THE
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS

a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. ¹

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

   i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

   ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled "Notice of Defense" which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

   iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a

¹ The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as "Commission/ City Council" inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.
hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent’s right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the
evidence.

g. The Commission/City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or
suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department (“Department”) shall bear the burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied
even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

   cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the
proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer’s decision is final and binding, without further appeal or review.
## Exhibit II

**Effective 11/24/2018**  
with 9% COLA:

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| 497   | FIREFIGHTER    | Step A | $ 7,528.51 |
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|       |                | Step C | $ 8,276.53 |
|       |                | Step D | $ 8,678.82 |
|       |                | Step E | $ 9,101.24 |

| 510   | FIREFIGHTER    | Step A | $ 8,696.16 |
|       |                | Step B | $ 9,119.42 |
|       |                | Step C | $ 9,563.87 |
|       |                | Step D | $ 10,030.53|
|       |                | Step E | $ 10,520.51|

**Effective with pay period including 10/1/2019**  
with 2.5% COLA:

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| 497   | FIREFIGHTER    | Step A | $ 7,916.72 |
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|       |                | Step C | $10,048.04 |
|       |                | Step D | $10,538.32 |
|       |                | Step E | $11,053.11 |
Exhibit III - Educational Incentive
Effective 11/24/2018

* Represented employees hired before 11/28/15 shall have the opportunity to achieve PERSable educational incentive highlighted in blue until the end of this contract (09/30/21) (Tier I)

** Represented employees hired after 11/28/15 shall receive non-PERSable educational bonus pay highlighted in yellow (Tier II)

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Exhibit IV - Longevity
Effective 11/24/2018
* Longevity 19.5 yrs amended to 19 years for members hired before 11/28/15

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Exhibit V - PM level 1
Effective 11/24/2018 for all represented employees in unit

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<td>Outside Services Trust</td>
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**Total Warrants:** $333,049.88

**City of El Segundo**

**Warrants Totals by Fund**

| REGISTER # 3a | DATE OF APPROVAL: AS OF 11/2018 |

**State of California**

**County of Los Angeles**

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

**For Approval:** Regular checks held for City council authorization to release.

**Codes:**

- **R:** Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations.
- **A:** Payroll and Employee Benefit checks.
- **B - F:** Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.
- **H:** Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**Finance Director: [Signature] 10-31-18**

**City Manager: [Signature] 11-1-18**

**Void Checks Due to Alignment:**

NA

**Void Checks Due to Incorrect Check Date:**

NA

**Void Checks Due to Computer Software Error:**

NA

**Notes:**

NA
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 10/22/18 THROUGH 10/28/18

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<td>10/22/2018</td>
<td>Employment Development</td>
<td>State SDI payment</td>
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<tr>
<td>10/23/2018</td>
<td>Pitney Bowes</td>
<td>Postage for City Hall</td>
</tr>
<tr>
<td>10/23/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Fire-PEPRA New 25020</td>
</tr>
<tr>
<td>10/23/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Police-PEPRA New 25021</td>
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<td>10/23/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Misc - PEPRA New 25013</td>
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<tr>
<td>10/23/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Misc - Classic 27</td>
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<tr>
<td>10/23/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety Fire- Classic 30168</td>
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<td>EFT Retirement Sty Police Classic-2nd Tier 30169</td>
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<td>10/25/2018</td>
<td>Lane Donovan Golf Ptr</td>
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<td>10/15/18-10/21/18</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
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<td>10/15/18-10/21/18</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
</tr>
<tr>
<td>10/15/18-10/21/18</td>
<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
</tr>
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**DATE OF RATIFICATION: 10/30/18**

**TOTAL PAYMENTS BY WIRE:**

548,335.77

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer II**

Date: 10/30/18

**Director of Finance**

Date: 10/31/18

**City Manager**

Date: 11/1/18

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.

P:\City Treasurer\Wire Transfers\Wire Transfers 10-01-18 to 9-30-19  

10/30/2018 1/1
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<td>STATE GAS TAX FUND</td>
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<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>PROP &quot;C&quot; TRANSPORTATION</td>
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<td>PGAF PROPERTY TAX PUBLIC SAFETY</td>
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**TOTAL WARRANTS**: 2,263,287.49

---

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

I certify as to the accuracy of the demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

**CODES**:

R = Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations

For Ratification:

A = Payroll and Employee Benefit checks

B = F = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services cancellations with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be averted or when a situation arises that the City Manager approves.

If = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR**

**CITY MANAGER**

**DATE**: 11-6-18

**DATE**: 11-6-18

**VOID CHECKS DUE TO ALIGNMENT**: N/A

**VOID CHECKS DUE TO INCORRECT CHECK DATE**:

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR**:

**NOTES**
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
10/29/18 THROUGH 11/4/18

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<td>10/30/2018</td>
<td>Pitney Bowes</td>
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<td>10/30/2018</td>
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<td>Cal Pers</td>
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<td>26,244.10 - SCMA checks issued</td>
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<td>Liability Trust - Claims</td>
<td>0.00 - Claim checks issued</td>
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<td>10/22/18-10/28/18</td>
<td>Retiree Health Insurance</td>
<td>0.00 - Health Reimbursement checks issued</td>
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DATE OF RATIFICATION: 11/2/18
TOTAL PAYMENTS BY WIRE: 317,705.59

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II

Director of Finance

City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
MEETING OF THE EL SEGUNDO CITY COUNCIL
MONDAY, NOVEMBER 5, 2018 – 8:00 AM
(CLOSED SESSION)

8:00 AM SESSION

CALL TO ORDER – Mayor Boyles at 8:14 AM

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Absent
Council Member Nicol Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -1- matter

1. Position: City Manager

ADJOURNMENT at 12:49 PM

Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, NOVEMBER 6, 2018 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 5:00 PM

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

SPECIAL ORDER OF BUSINESS:

Mayor Boyles announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -1- matters

1. Stolnack v. City of El Segundo, Worker’s Compensations Appeals Board, Case No. 10797812

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -1- matters.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957): -0- matter
PUBLIC EMPLOYMENT (Gov't Code § 54957) -1- matter

1. Position: City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov't Code §54957.6): -8- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director.

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 6, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 7:00 PM

INVOCATION – Pastor Chuck Brady, St. John’s Lutheran Church

PLEDGE OF ALLEGIANCE – Council Member Pimentel

PRESENTATIONS

a) Proclamation read by Council Member Nicol proclaiming El Segundo Fire Department’s annual Spark of Love Toy Drive from November 12, 2018 – December 20, 2018. Fire Chief Donovan accepted the Proclamation on behalf of the El Segundo Fire Station Department.

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)

Jim Holland, OneLegacy Ambassador, invited Council to attend the December 12, 2018 OneLegacy meet and greet for the One Legacy’s 2019 Donate Life Rose Parade Float (Rhythm of the Heart) Participants.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)
1. Consideration and possible action to 1) conduct a Public Hearing related to the Proposition 218 majority protest process to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services; 2) close the Public Hearing and adopt a resolution to certify the protest ballot results; and 3) if a majority protest does not exist, set the date to consider introducing an ordinance establishing the new fee. 
(Fiscal Impact: up to $775,200 savings to the General Fund)

Mayor Boyles stated this was the time and place for a Public Hearing regarding the Proposition 218 majority protest process to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services, adopt a resolution to certify the protest ballot results and if a majority protest does not exist, set the date to consider introducing an ordinance establishing the new fee.

City Clerk Weaver stated that proper notice had been given in a timely manner and that written communication has been received in the City Clerk’s office and council was copied.

Greg Carpenter, City Manager, introduced the item.

Ken Berkman, Public Works Director, gave an updated report on the item.

Public Comment:
Mike Robbins, resident, commented on the item and is not in favor of the proposed solid waste collection services. Mostly commented on Safety salaries and pensions.
Steve Hostetler, resident, asked two questions of the Council. 1) Why the proposed fees at this time and 2) Why has the City not charged the fees in the past? Greg Carpenter, City Manager, answered the questions. Commented on the pensions mentioned by Mr. Robbins.
John (last name unknown), resident, commented on the pensions mentioned by Mr. Robbins.

Mayor Boyles stated this is the time to hand any and all outstanding protest ballots to the City Clerk, once the Public Hearing is closed, no ballots may be received.

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Nicol to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Item Continued until all Prop 218 Protest Ballots are verified and counted.

2. Consideration and possible action regarding Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the El Segundo Municipal Code (ESMC) prohibiting almost all commercial marijuana activity in accordance with State Law. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3) because can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemption applies: 14
Cal. Code Regs. § 15308 (actions taken for the protection of the environment).  
(Applicant: City of El Segundo)  
(Fiscal Impact: None)

Mayor Boyles stated this was the time and place for a public hearing regarding Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the El Segundo Municipal Code (ESMC) prohibiting almost all commercial marijuana activity in accordance with State Law. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3) because can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemption applies: 14 Cal. Code Regs. § 15308 (actions taken for the protection of the environment).   
(Applicant: City of El Segundo)  
(Fiscal Impact: None)

City Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication has been received in the City Clerk’s office. (Council received individual letters from the Vice Chair of the Planning Commission, Brenda Newman, this was unknown to the City Clerk’s office at the time of the Hearing).

Greg Carpenter, City Manager, introduced the item.

Paul Samaras, Principal Planner, gave a presentation.

Public Comment: None

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Pirsztuk to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Discussion

Ryan Baldino, Planning Commission Chair, answered Council questions. Mr. Baldino was asked to speak per Council Member Nicol.

Mark Hensley, City Attorney, read by title only:

**ORDINANCE NO. 1577**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AMENDING TITLE 15, CHAPTER 13B OF THE EL SEGUNDO MUNICIPAL CODE PROHIBITING CANNABIS-RELATED USES AND ACTIVITIES IN ALL ZONES AND SPECIFIC PLAN AREAS OF THE CITY

Mayor Pro Tem Pirsztuk introduced Ordinance No. 1577. The second reading and adoption of the Ordinance is scheduled for November 20, 2018.

**Item #1 continued – all protest ballots have been verified and counted.**
Council Discussion

Tracy Weaver, City Clerk, certified the number of protest ballots received.

The following was read into record:

The total number of protest ballots mailed or provided to property owners eligible to file a protest ballot was 2912. The number of valid protest ballots received by the City at the end of November 6, 2018 public hearing was 1096. The total number of protest ballots received that were not properly filled out was 8. The total number of protest ballots returned as undeliverable was 31. The number of valid protest ballots required to prevent adoption of the proposed solid waste service charge is 1457. Because the number of valid protest ballots received by the City does not represent a majority of property owners eligible to protest, the City Council may adopt the proposed solid waste service charges.

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 5110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO DECLARING THE RESULTS OF THE PROCEEDINGS FOR ADOPTING RESIDENTIAL SOLID WASTE SERVICE CHARGES IN ACCORDANCE WITH ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION

MOTION by Mayor Boyles, SECONDED by Council Member Nicol to adopt Resolution No. 5110. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council to discuss when to bring back a possible ordinance.

MOTION by Mayor Boyles, SECONDED by Council Member Nicol to introduce an Ordinance and establish fees at the 1st regular City Council Meeting in February 2019. MOTION PASSED BY VOICE VOTE. 4/1 YES: Boyles Nicol Pimentel Pirsztuk NO: Brann

C. UNFINISHED BUSINESS

3. Consideration and possible action to authorize the City Manager to execute a 5 year agreement no. 5618, with Granicus, Inc. to provide design, development, implementation and ongoing hosting and maintenance services for the City’s website redesign project.
   (Fiscal Impact: $366,477.00 over 5 years; Year one $216,000.00 total; $180,265.00 for design and development services and $35,735 (20%) for contingency; Annual maintenance average of $37,600.00 over the remaining five-year term of the contract)

Greg Carpenter, City Manager, introduced the item.
Charles Mallory, Information Systems Director, gave a presentation

Sam Morton, VP of Sales and John Redfern, Rep with Granicus were introduced and answered Council questions throughout the presentation.

Council Discussion

Recessed at 8:39 PM

Reconvened at 8:50 PM

Council Discussion continued

Chad Hahn, Technology Committee Chair, commented on the Technology committee’s perspective on the website redesign and development.

MOTION by Council Member Brann, SECONDED by Council Member Pimentel authorizing the City Manager to execute a 5 year agreement with Granicus, Inc., in a form approved by the City Attorney, to purchase design and development services for the City’s website redesign project.  MOTION PASSED BY VOICE VOTE.  4/1 YES: Boyles Brann Pimentel Pirsztuk NO: Nicol

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to announce the appointment to the Economic Development Advisory Council.
   (Fiscal Impact: None)

Mayor Boyles announced the appointment of Rick Yuse to the Economic Development Advisory Council to a term ending January 1, 2021.

4a. Consideration and possible action to direct staff and The Lakes Subcommittee to enter into negotiations exclusively with Centercal/Topgolf for the redevelopment, improvement, and operations of The Lakes at El Segundo Site and to commence the entitlement process for the future use of the property.
   (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Council Discussion

Mark Hensley, City Attorney, answered Council questions concerning land entitlements, possible timeline and the process that will occur as the City moves forward with the negotiations with Centercal/TopGolf.

MOTION by Mayor Boyles, SECONDED by Council Member Pimentel directing staff and The Lakes Subcommittee to enter into negotiations exclusively with Centercal/Topgolf for the redevelopment, improvement, and operations of The Lakes at
El Segundo Site and to commence the entitlement process for the future use of the property. MOTION PASSED BY VOICE VOTE. 4/1 YES: Boyles Nicol Pimentel Pirsztuk NO: Brann

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

5. Approve Warrant Numbers 3023207 through 3023311 and 9000574 through 9000611 on Register No. 2a in the total amount of $434,615.32 and Wire Transfers from 10/8/18 through 10/14/18 in the total amount of $5,841,737.01. Warrant Numbers 3023312 through 3023437 and 9000612 through 9000613 on Register No. 2b in the total amount of $359,845.88 and Wire Transfers from 10/15/18 through 10/21/18 in the total amount of $561,923.63. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


7. Authorize the acceptance of $34,000.00 in grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2017 State Homeland Security Grant Program (SHSGP) and authorize the City Manager to sign an Agreement No. 5619 with the County of Los Angeles who will serve as the grant administrator for the grant. (Fiscal Impact: $34,000.00)

8. Approve an increase to the construction contingency from $20,696.50 to $47,696.50, amendment no. 5508A, for the Police Department Floor Replacement, Project No. PW 18-02. (Fiscal Impact: $27,000.00)

9. PULLED BY COUNCIL MEMBER NICOL

10. PULLED BY COUNCIL MEMBER NICOL

11. Approve the second reading and adopt an Ordinance No. 1576 amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Brann approving Consent Agenda items 5, 6, 7, 8, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:
9. Consideration and possible action to accept as complete the Main Street Bollards, Project No. PW 18-08. 
(Fiscal Impact: $134,312.00)

Council Member Nicol asked Ken Berkman, Public Works Director, to speak regarding the Bollards.

MOTION by Council Member Nicol, SECONDED by Mayor Boyles to accept as complete the Main Street Bollards, Project No. PW 18-08. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

10. Consideration and possible action regarding the retirement and sale of police canine, “Leo,” to his handler for a nominal fee, agreement no. 5620.

Chief Whalen explained the reason behind the retirement of Leo.

MOTION by Council Member Nicol, SECONDED by Mayor Boyles authorizing the sale of police canine, “Leo,” to his handler for a $1.00. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

12. Consideration and possible action to create an ad-hoc committee, the Gateway Committee, to determine the vision, goals and scope of the Main Street and Imperial Highway Entryway Capital Improvement Project. 
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director, gave a report

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Pirsztuk to create the Gateway Committee. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

13. Consideration and possible action to receive a status update and information related to the upcoming design process for Acacia Park. 
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director, gave a presentation.

Council Discussion

Council consensus to receive and file the report.
14. Consideration and possible action to adopt a City of El Segundo Social Media Policy.
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Mark Hensley, City Attorney, reported on the item.

Mark Hensley, City Attorney, read by title only:

**RESOLUTION NO. 5111**

**A RESOLUTION ADOPTING A SOCIAL MEDIA POLICY**

MOTION by Council Member Brann, SECONDED by Council Member Pimentel to adopt Resolution No. 5111, amending the language in Section 9.b.i of the Social Media Policy. The policy will be brought back for further discussion at the December 4, 2018 regular City Council meeting. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

G. REPORTS – CITY MANAGER – Introduced the new HR Director, David Serrano, mentioned a survey to go out to residents and businesses in the following week and commented on the 1st annual City Staff Softball game last Saturday, November 3, 2018.

H. REPORTS – CITY ATTORNEY – Passed

I. REPORTS – CITY CLERK – Passed

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel – Attended a SBWIB (South Bay Workforce Investment Board) meeting in correlation with Northrop Grumman and community colleges, stated the SBWIB is an underutilized pipeline for those seeking jobs in all aspects and especially the Aerospace industry and mentioned it is the 100th Anniversary of the end of WWI.

Council Member Nicol – Passed

Council Member Brann – Advised everyone to simplify their lives and denounce social media!

Mayor Pro Tem Pirsztuk – Visited the EVA building, thanked all who voted today and thanked those who assisted in the elections over the last few weeks and thanked the Recreation and Parks Department on an amazing Halloween Frolic event on October 31, 2018.
Mayor Boyles – Recently appointed to and attended a meeting of the Southern California Government Transportation Committee and announced the City of El Segundo will host the first ever Urban Games in 2019, 2021 and possibly 2023.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Mike Robbins, resident, commented on the passage of the fees for solid waste collection services, Measure ES and other items on the ballot voted on today by the residents. Mr. Robbins made a Public Records request and was advised to put the request in writing and send to the City Clerk’s office.

MEMORIALS – Richard “Dick” Switz

ADJOURNMENT at 11:08 PM

________________________
Tracy Weaver, City Clerk
Consideration and possible action to adopt a Resolution approving the Plans and Specifications for Fire Station #1 Chiefs’ Living Quarters Improvements, Project No. PW 18-01. (Fiscal Impact: to be determined.)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached Resolution approving the Plans and Specification for the Fire Station #1 Chiefs’ Living Quarters Improvements, Project No. PW 18-01; or,

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: Included In the FY2017/18 Budget

- Amount Budgeted: $45,000
- Additional Appropriation: No.
- Account Number(s): 301-400-8201-8413 (Fire Small Bathroom Remodel)

ORIGINATED BY: Cheryl Ebert, Senior Civil Engineer
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The (Fire and Battalion) Chiefs’ living quarters in Fire Station #1 have not been upgraded since the facility was constructed in the 1980’s. Due to recurring plumbing issues and the deteriorating condition of bathrooms, this project was identified as a priority and is one of the last projects to be constructed as part of the recent fire station facility upgrades.

The project scope of work consists of:

- Modifying and improving three bedrooms and two bathrooms. One of the bedrooms will be converted to an office for new staff by closing off one of the doors to the existing Jack-and-Jill bathroom, and the bedrooms/office will receive new carpeting.

- In both bathrooms:
  - Remove existing sinks, toilets, mirrors, flooring and wall tiles.
  - Install new shower tiles, floor tiles, and wall tiles.
  - Install new sink, countertops, and plumbing fixtures.
  - Install new lighting, upgrade electrical outlets, and upgrade ceiling fan grilles.
  - Paint walls and install miscellaneous appurtenances as needed.
Staff respectfully recommends City Council adopt the plans and specifications and the attached resolution, and authorize advertising for construction bids. The schedule for the project is estimated as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Advertise for bids</td>
<td>December 2018</td>
</tr>
<tr>
<td>Contract Award by City Council</td>
<td>February 2019</td>
</tr>
<tr>
<td>Construction Start</td>
<td>April 2019</td>
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<tr>
<td>Construction End</td>
<td>July 2019</td>
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</table>
RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE FIRE STATION #1 CHIEFS’ LIVING QUARTERS IMPROVEMENTS PROJECT. PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

SECTION 1: The City Council finds and declares as follows:

A. The City Engineer prepared specifications and plans for PW 18-01, the Fire Station #1 Chiefs’ Living Quarters Improvements Project (the “Project”). These plans are complete. Bidding for construction of the Project may begin;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City’s General Plan.

D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project (“Project Payment Account”) following receipt of construction bids. The Project Payment Account will be the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this 20th day of November, 2018.

Drew Boyles, Mayor

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

David H. King, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the El Segundo Municipal Code (ESMC) prohibiting almost all commercial marijuana activity to the extent allowed by State Law. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3) because can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemption applies: 14 Cal. Code Regs. § 15308 (actions taken for the protection of the environment).
(Applicant: City of El Segundo)

Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1577 for Environmental Assessment No. EA-1199 and Zone Text Amendment No. ZTA 17-07 to amend the ESMC prohibiting almost all commercial marijuana activity to the extent allowed by State Law; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1577

FISCAL IMPACT: None.

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
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</tbody>
</table>

STRATEGIC PLAN:
Goal: El Segundo is a safe and prepared city
Objective: Proactive communication and community engagement align perceptions of safety with reality

PREPARED BY: Paul Samaras, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

On November 6, 2018, the City Council introduced an Ordinance amending the El Segundo Municipal Code to prohibit almost all commercial marijuana activity to the extent allowed by State Law.

The Council may waive the second reading and adopt the Ordinance. If the Ordinance is adopted by the City Council at its November 20th meeting, the effective date of the Ordinance will be December 21st, 2018, which is thirty (30) days from the adoption date.
ORDINANCE NO. 1577

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AMENDING TITLE 15, CHAPTER 13B OF THE EL SEGUNDO MUNICIPAL CODE PROHIBITING CANNABIS-RELATED USES AND ACTIVITIES IN ALL ZONES AND SPECIFIC PLAN AREAS OF THE CITY

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and determines as follows:

A. On November 5, 1996, the voters of the State of California approved Proposition 215, codified as Health and Safety Code Section 11362.5 et seq., and entitled the Compassionate Use Act of 1996 ("CUA"). The CUA exempted qualified patients and their primary caregivers from criminal liability under state law for the possession and cultivation of marijuana for personal medical use.

B. The intent of the CUA was to enable persons in the State of California who are in need of marijuana for medicinal purposes to obtain it and use it under limited, specified circumstances.

C. The State enacted Senate Bill 420 in October 2003, codified at Health and Safety Section 11362.7, et seq., ("Medical Marijuana Program Act," or "MMPA") to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420. The MMPA created a state-approved voluntary medical marijuana identification card program and provided for certain additional immunities from state marijuana laws. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

D. The CUA and MMPA did not “legalize” marijuana, but provided limited defenses to certain categories of individuals with respect to certain conduct and certain state criminal offenses.

E. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . .” Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The Court in
Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

F. The Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United State, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes.

G. On October 9, 2015 Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (“MMRSA”). MMRSA established a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. MMRSA allowed a City to completely prohibit commercial medical marijuana activities.

H. On March 1, 2016, the City Council adopted Ordinance No. 1518, adding Chapter 11 to Title 7 and Chapter 13B to Title 15 of the El Segundo Municipal Code to clarify that commercial cannabis activities, cultivation of medical cannabis, delivery of medical cannabis, medical marijuana dispensaries, and medical marijuana collectives are prohibited in all zones and specific plan areas of the city.

I. On November 8, 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA decriminalizes (under California law), controls and regulates the cultivation, processing, manufacture, distribution, testing and sale of nonmedical marijuana, including marijuana products, for use by adults 21 years of age or older. The AUMA also taxes the commercial growth and retail sale of marijuana. It does not, and cannot, affect federal regulations regarding marijuana or its derivatives.

J. On November 15, 2016, the City Council adopted Ordinance No.1543, a forty-five-day interim zoning ordinance prohibiting the issuance of any permit for marijuana-related land uses in any zone throughout the City.

K. On December 6, 2016, the City Council adopted Ordinance No. 1544, adding Chapter 14 to Title 4 and amending Chapter 11 of Title 7 of the Municipal Code to expressly prohibit all commercial marijuana activity to the extent allowed by state law.

L. On December 20, 2016, the City Council adopted Ordinance No. 1545 extending the moratorium for an additional period of ten months and fifteen days.
M. On November 7, 2017, the City Council adopted Ordinance No. 1561 extending the moratorium for an additional year.

N. The AUMA made it “lawful under state and local law” for persons 21 years of age or older to:

“(1) Possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever, not more than 28.5 grams of marijuana not in the form of concentrated cannabis;
(2) Possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever, not more than eight grams of marijuana in the form of concentrated cannabis, including as contained in marijuana products;
(3) Possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants;
(4) Smoke or ingest marijuana or marijuana products; and
(5) Possess, transport, purchase, obtain, use, manufacture, or give away marijuana accessories to persons 21 years of age or older without any compensation whatsoever.” (Health & Safety Code § 11362.1.)

O. The AUMA added Division 10 to the Business & Professions Code, which grants state agencies the exclusive authority to create, issue, renew, discipline, suspend or revoke licenses for marijuana-related businesses, including the transportation, storage, distribution sale, cultivation, manufacturing, and testing of marijuana.

P. The AUMA expressly preserves local control over the regulation of cannabis-related businesses and cannabis-related land uses, including the authority to completely prohibit any cannabis business licensed under Division 10 within its jurisdiction. (Business & Professions Code § 26200, et seq.)

Q. Under the AUMA, no city may completely prohibit persons 21 years of age or older from planting, cultivating, harvesting, drying, or processing up to six cannabis plants at any one time inside a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure. (Health & Safety Code § 11362.2(b)(2).) However, a city may enact and enforce reasonable regulations on indoor cultivation and may completely prohibit the outdoor cultivation of cannabis. (Health & Safety Code § 11362.2(b)(1) and (3).)

R. On June 27, 2017, the Governor signed Senate Bill (SB) 94, which took effect immediately. SB 94 merges existing state laws regarding medicinal and recreational (adult use) marijuana by repealing the Medical Cannabis Regulation and Safety Act (MCRSA) and including certain MCRSA provisions within the licensing provisions of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA). The consolidated provisions are now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).
S. MAUCRSA expressly preserves the authority of a local jurisdiction to adopt and enforce local ordinances to regulate cannabis (marijuana) businesses licensed by the state, including, without limitation, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of cannabis businesses within the local jurisdiction.

T. Since the adoption of Ordinance No. 1543, City planning staff, working in conjunction with the City Attorney and local law enforcement, has reviewed and considered the following: (1) federal and state laws pertaining to cannabis; (2) information and data from jurisdictions in other states that have previously decriminalized recreational cannabis, including documented evidence regarding the secondary impacts associated with legalization and the proliferation of cannabis-related uses and activities; (3) ordinances of other California cities that either prohibit or regulate cannabis-related uses; (4) opinions and bulletins from law enforcement agencies in California and in other states regarding impacts associated with cannabis-related uses and activities; and (5) information regarding the effects of cannabis use.

U. On September 27, 2018, the Planning Commission held a duly noticed public hearing and considered Resolution No. 2851. The Commission directed staff to make modifications to the resolution and bring the matter back for further consideration at the Commission’s October 11, 2018 regular meeting. On October 11, 2018, the Planning Commission adopted Resolution No. 2851 recommending that the City Council approve Zone Text Amendment No. ZTA 17-07 to clarify and update the existing prohibition on cannabis-related uses in activities in all zones and specific plan areas throughout the City.

V. On November 6, 2018, the City Council held a duly noticed public hearing on in order to receive and consider public testimony on the subject of this Ordinance.

W. The City Council finds that cannabis-related land uses and activities can adversely affect the health, safety, and well-being of City residents. Cannabis cultivation and distribution can attract crime, lead to fires, expose minors to cannabis, negatively impact neighborhoods, damage buildings, require dangerous electrical alterations and use, and create the nuisance of strong and noxious odors. (White Paper on Marijuana Dispensaries, California Police Chiefs Association’s Task Force on Marijuana Dispensaries, April 22, 2009, p. 12.) In Colorado, where recreational marijuana is legal and commercialized, marijuana-related traffic deaths increased 92% from 2010 to 2014 while all traffic deaths increased only 8 percent during the same time period. (The Legalization of Marijuana in Colorado: The Impact, Rocky Mountain High Intensity Drug Trafficking Area, Vol. 3, September 2015, pp. 14-15.) Use of marijuana by Colorado teens ages 12-17 is at least 56% higher than the national average. (Id. at pp. 35-36.) A study released in May 2016 by AAA Foundation for Traffic Research found that fatal crashes involving drivers who recently used marijuana doubled in the state of Washington after it legalized marijuana. (Prevalence of Marijuana Involvement
in Fatal Crashes: Washington, 2010-2014, May 2016, AAA Foundation for Traffic Safety.) Based on these facts and other evidence, there is a concern that the proliferation of cannabis-related uses and activities in the City would result in increased crime and other negative secondary effects like those experienced in other communities throughout California and around the country. To safeguard against these deleterious secondary effects, the City Council finds it is necessary to maintain the prohibition on cannabis-related uses and activities in all zones and specific plan areas to the maximum extent permissible under State law.

X. Although cannabis-related land uses and activities are already prohibited in all areas of the City pursuant to the Municipal Code, the proposed ordinance would update the existing prohibitions to account for changes in the law made by the AUMA and MAUCRSA.

SECTION 2: General Plan Consistency. Based upon oral and written testimony and other evidence received at the public hearing held for this item, and upon studies and investigations made by staff on behalf of the City Council, the City Council finds that the proposed Ordinance is consistent with the goals, policies, and objectives of the General Plan. The General Plan sets as a goal a high quality of life for all residents. The General Plan does not permit or contemplate the establishment or operation of cannabis-related land uses anywhere in the City. The Land Use Element of the General Plan is implemented through the City’s Zoning Code. The El Segundo Zoning Code is “permissive” in nature, meaning uses that are not expressly authorized by the Code are prohibited. Cannabis-related uses have never been allowed anywhere in the City and are expressly prohibited. Although this is the current state of the law, the proposed amendments to the Zoning Code are intended to update the City’s existing prohibitions to account for changes in the law made by the AUMA and MAUCRSA. By prohibiting cannabis-related uses, the City is preventing the negative secondary effects and other adverse impacts associated with such uses. The City Council further finds that the proposed Zoning Code Amendment will not adversely affect surrounding properties. The Amendment is a City-wide Zoning Code Amendment that prohibits cannabis-related uses and activities to the maximum extent allowed under State law. The prohibition prevents the negative secondary effects associated with such uses, enhances the health, safety, and welfare of the community, and will not adversely affect surrounding properties.

SECTION 3: Zone Text Amendment Findings. In accordance with ESMC Chapter 15-26 (Amendments), the proposed ordinance is consistent with and necessary to carry out the purpose of the ESMC as follows:

The ordinance is necessary and consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. The ordinance is intended to clarify that all cannabis-related uses and activities are prohibited to the maximum extent allowed under State law. The prohibition prevents the negative secondary effects associated with such uses, enhances the health, safety, and welfare of the community, and will not adversely affect surrounding properties.
SECTION 4: Authority. This ordinance is adopted pursuant to the authority granted by
the California Constitution and State law, including, but not limited to, Article XI, Section
7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana
Program Act, the Medical Marijuana Regulation and Safety Act, and the Control,
Regulate and Tax Adult Use of Marijuana Act, and the Medicinal and Adult-Use
Cannabis Regulation and Safety Act.

SECTION 5: Section 1-6 of Title 15 of the El Segundo Municipal Code is amended to
add the following definitions:

CANNABIS: all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or
Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude
or purified, extracted from any part of the plant; and every compound, manufacture, salt,
derivative, mixture, or preparation of the plant, its seeds, or resin, including cannabis
infused in foodstuff or any other ingestible or consumable product containing cannabis.
“Cannabis” also means the separated resin, whether crude or purified, obtained from
cannabis. The term “cannabis” includes “medical cannabis” for the purposes set forth in
the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the
Health and Safety Code. “Cannabis” does not include the mature stalks of the plant,
fiber produced from the stalks, oil or cake made from the seeds of the plant, any other
compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks
(except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the
plant which is incapable of germination. “Cannabis” does not mean “industrial hemp” as
defined by Section 11018.5 of the Health and Safety Code.

CANNABIS ACCESSORIES: any equipment, products or materials of any kind
which are used or designed for use in planting, propagating, cultivating, growing,
harvesting, manufacturing, compounding, converting, producing, processing,
preparing, testing, analyzing, smoking, or vaporizing cannabis, or for ingesting,
inhaling, or otherwise introducing cannabis or cannabis products into the human
body.

CANNABIS CULTIVATION: any activity involving the planting, growing, cultivating,
harvesting, drying, curing, grading, trimming or processing of cannabis.

CANNABIS CULTIVATION FACILITY: a facility where cannabis is cultivated,
prepared, and packaged for sale to cannabis dispensaries, to cannabis product
manufacturing facilities, or to other cannabis cultivation facilities, but not to
consumers.

CANNABIS DELIVERY: the commercial transfer of cannabis or cannabis products to
a customer. “Delivery” also includes the use by a retailer of any technology platform
owned and controlled by the retailer, or independently licensed under this division,
that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.

CANNABIS DISPENSARY: a facility or location, whether fixed or mobile, where cannabis, cannabis products, or devices for the use of cannabis are offered, made available to, or provided, either individually or in any combination, with or without remuneration, for medical, recreational, or other purposes.

CANNABIS DISTRIBUTION: the procurement, sale, and transport of cannabis and cannabis products between state-licensed entities for commercial use purposes.

CANNABIS ESTABLISHMENT: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

CANNABIS MANUFACTURE: to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

CANNABIS PRODUCT MANUFACTURING FACILITY: a facility where cannabis and cannabis products are manufactured, prepared and packaged for sale to other cannabis product manufacturing facilities or to cannabis dispensaries, but not to consumers.

CANNABIS PRODUCTS: cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS-RELATED ACTIVITY: any commercial cannabis activity, cultivation of cannabis, delivery of cannabis or cannabis products, distribution of cannabis or cannabis products, dispensing of cannabis or cannabis products, manufacture of cannabis or cannabis products, sale of cannabis or cannabis products, and the operation or establishment of a cannabis or medical cannabis cooperative, dispensary, delivery service, or provider. “Cannabis-related activity” does not include the cultivation, planting, harvesting, drying, processing or possession of up to six cannabis plants at one time by persons 21 years of age or older when conducted within a single private residence and in a manner consistent with Health & Safety Code Section 11362.2 and any other applicable regulations.

CANNABIS STORAGE FACILITY: a facility used for the storage of cannabis, cannabis products or cannabis accessories.

CANNABIS TESTING FACILITY: a facility where cannabis is analyzed and certified for safety and potency.
COMMERCIAL CANNABIS ACTIVITY: the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products.

PRIVATE RESIDENCE: a house, an apartment unit, a mobile home, or other similar habitable dwelling.

SECTION 6: Chapter 13B of Title 15 of the El Segundo Municipal Code is deleted in its entirety and replaced as follows:

Chapter 13B

CANNABIS-RELATED USES AND ACTIVITIES

15-13B-1: Definitions.
15-13B-2: Prohibited uses and activities.
15-13B-3: Cultivation of cannabis for personal use.
15-13B-4: Interpretation.

15-13B-1: Definitions

The definition of "cannabis" and related terms for the purpose of this Chapter are contained in Section 1-6 (Definitions) of this Title.

15-13B-2: Prohibited uses and activities.

The establishment or operation of any commercial cannabis activity, cannabis-related activity, cannabis storage facility, or cannabis establishment, including any business licensed by the state or other government entity pursuant to Division 10 of the Business & Professions Code, as it may be amended from time to time, is prohibited in all zoning districts and specific plan areas of the City. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, can be approved or issued for the establishment or operation of any such business or activity.
15-13B-3: Cultivation of cannabis for personal use.

A. Outdoor Cultivation. The outdoor cultivation of cannabis is prohibited in the City of El Segundo regardless of purpose.

B. Indoor Cultivation. Not more than six plants may be cultivated, planted, harvested, dried, processed or possessed at one time by persons 21 years of age or older when conducted within a single private residence and in a manner consistent with Health & Safety Code Section 11362.2 and any other applicable regulations.

15-13B-4: Interpretation.

The intent of this chapter is to prohibit all cannabis-related uses and activities, including the personal cultivation of cannabis, whether medical or recreational in nature, to the maximum extent allowed under state law. Nothing in this chapter should be interpreted as allowing behavior otherwise prohibited by state law and nothing in this chapter should be interpreted as prohibiting conduct that the city is expressly preempted from prohibiting under state law.

SECTION 7: Environmental Review. The City Council finds that this ordinance does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3). The ordinance amends the El Segundo Municipal Code to clarify the existing prohibitions on cannabis-related land uses and activities. The ordinance does not portend any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemption applies: 14 Cal. Code Regs. § 15308 (actions taken for the protection of the environment).

SECTION 8: Construction. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 9: Enforceability. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.
SECTION 10: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the city of El Segundo’s book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED AND ADOPTED this _____ day of ________________, 2018

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:

Consideration and possible action regarding the City’s Conflict of Interest Code required by The Political Reform Act (Government Code § 81000 et. seq.). (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Consider staff’s presentation and this report relating to options for the City’s new Conflict of Interest Code;
2. Provide direction to staff regarding preparation of the Code;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution No. 4887 adopting 2014 Conflict of Interest Code
September 16, 2014 staff report

FISCAL IMPACT: None

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STRATEGIC PLAN:

Goal 1A: El Segundo provides unparalleled service to internal and external customers

Objective I: City operations are unified and integrated.

ORIGINATED BY: Tracy Weaver, City Clerk

REVIEWED BY: City Attorney’s office

APPROVED BY: Greg Carpenter, City Manager

OVERVIEW:

The purpose of this report is to advise the City Council of the need to adopt a Conflict of Interest Code and to seek the City Council’s direction on any potential changes to the Code. As discussed below, the city has traditionally included most appointed commissions, committees and boards (“CCBs”) within the city’s code, meaning that the members of such CCBs are required to fill out Form 700s. Because the City Council is the city’s code reviewing body, the City Council may decide to exempt certain CCBs from the Code, if those CCBs do not make recommendations on purchases, policies, budget decisions, or are involved in the negotiation of city contracts.
BACKGROUND AND DISCUSSION:

Conflict of Interest Code

State law requires the city adopt a Conflict of Interest Code every two years. The City’s Conflict of Interest Code supplements the state’s Political Reform Act and is intended to:

1. Outline rules for the disclosure of income and assets and the process for disqualification from certain decisions or actions;
2. Designate local agency positions required to file a Statement of Economic Interests (otherwise known as a “Form 700”);
3. List disclosure categories to be assigned to the designated positions indicating the type of income and assets to be disclosed on the Form 700s.

The City Council adopted the Conflict of Interest Code in 2014 (attached). In 2016, the clerk’s office notified the state that there were not substantive changes to the Code required at that time. The clerk’s office is now seeking the Council’s direction on any proposed changes to the Code. Once the clerk’s office has the Council’s direction, it will bring back a proposed resolution adopting the new Code at a future City Council meeting.

The Code lists certain officials and employees who must file a Form 700, some of whom must file under state law (Gov. Code § 87200). These officials and employees include:

1. Members of the City Council
2. The City Treasurer
3. Members of the Planning Commission
4. City Manager
5. City Attorney

In addition to these mandatory filers, the City Council may designate other officials and employees who must also file a Form 700. State law and the Code use the term “Designated Employees” but this category includes members of CCBs as well. State law requires that those who are involved in the “the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest” be designated on the Conflict of Interest Code. (Gov. Code § 87302.) This generally includes any employee or official who makes recommendations on purchases, policies, budget decisions, or is involved in negotiating contracts.

With regard to advisory bodies in particular, conflict of interest rules only apply to those bodies that either (i) make final governmental decisions, (ii) compel or prevent governmental decisions, or (iii) make substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by the City Council, need to be listed in the city’s Conflict of Interest Code. (FPPC Regs. § 18701(a)(1)(A).) Other than the Planning Commission, none of the city’s CCBs have final decision-making authority. Instead, such CCBs make recommendations to the City Council, which means that they are only subject to conflict of interest rules if they make substantive recommendations that are regularly approved by the City Council over an extended period of time. Unfortunately, this standard is subjective, and the FPPC has provided little guidance on what “an extended period of time” means. For this reason, to protect the City and the CCB members, the city attorney’s office recommends a conservative approach and that the City Council include within the city’s Conflict
of Interest Code those CCBs that make recommendations on purchases, land use issues budget
decisions, or are involved in the contracting process.

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City’s 2014 Conflict of Interest Code

Historically, for decades, the City Council has taken a conservative approach and listed most of
the CCB’s within the city’s Conflict of Interest Code and required members to fill out a Form
700. For example, in the 2014 Conflict of Interest Code, the Council designated the following
CCBs as designated filers:

“Designated positions

The following positions entail the making or participation in the making of decisions that
may have a foreseeable material effect on the official’s or officer’s financial interests.

COMMISSIONS, COMMITTEES & BOARDS

- Members of the Aviation Safety and Noise Abatement Committee
- Members of the Capital Improvement Program Advisory Committee
- Members of the Community Cable Advisory Committee (deleted in 2014)
- Members of the Disaster Committee
- Members of the Economic Development Advisory Council (deleted in 2014)
- Members of the Environmental Committee
- Members of the Investment Advisory Committee
- Members of the Library Board of Trustees
- Members of the Recreation & Parks Commission
- Members of the Senior Housing Board”

The City Council removed the Community Cable Advisory Committee and EDAC from the list
of designated filers. The reason EDAC was removed was that, at the time, EDAC was engaged
in high level policy discussions but were not actually making many, if any at the time,
recommendations to the Council regarding expenditures or land use matters.

Other commissions that have since been created may also need to be included on the 2018 list of
designated filers, depending on whether the members of those bodies will participate in the
making of decisions which may foreseeably have a material effect on any financial interest.

Proposed 2018 Conflict of Interest Code

Based on the city clerk’s and city attorney’s understanding of the current roles performed by the
CCBs, and the City Council’s desire to have most CCBs involved in the City’s budget process,
the following changes to the list of CCBs that are designated filers are presented to Council for
its consideration:
“Designated positions

The following positions entail the making or participation in the making of decisions that may have a foreseeable material effect on the official’s or officer’s financial interests.

COMMISSIONS, COMMITTEES & BOARDS

Members of the Arts and Culture Advisory Committee *(added)*
Members of the Aviation Safety and Noise Abatement Committee *(deleted)*
Members of the Capital Improvement Program Advisory Committee
Members of the Disaster Council *(deleted)*
**Members of the Economic Development Advisory Council *(added)***
Members of the Environmental Committee
Members of the Investment Advisory Committee
Members of the Library Board of Trustees
Members of the Recreation & Parks Commission
Members of the Senior Housing Board

With regard to the **Arts and Culture Advisory Committee**, this committee was recently formed and is expected to make recommendations on vendors, such as the artist for the city’s centennial art project. The committee has also expressed interest in making recommendations on city policies, such as developing an “art in public places” development fee. The Committee has also been discussing other avenues for pursuing funding. It is also staff’s understanding that the city council desires to include the committee in the city’s budget process.

With regard to **Aviation Safety and Noise Abatement Committee and the Disaster Council**, it is staff’s understanding that neither of these advisory bodies is involved in making recommendations on city purchases or vendors or involved in budget decisions or negotiating contracts. For this reason, staff recommends that they be removed from the list of designated filers.

With regard to the **Economic Development Advisory Council (EDAC)**, as noted above, EDAC was removed from the list of designated filers in 2014 because it was staff’s understanding at the time that EDAC was engaged in high level policy discussions but was not making many recommendations to the Council regarding expenditures or land use matters. Since that time, EDAC has made a formal recommendation on the Top Golf project, the economic development marketing budget and the addition of a position for economic development. EDAC members have also expressed an interest in being involved in a recommendation to Council to study the economic impact to the City of land use decisions.

If the Council wants EDAC to be involved in making recommendations related to land use or anticipates that EDAC will increase its activities in a manner that may result in EDAC making more recommendations relating to expenditures and the City’s budget, then staff recommends the Council add EDAC to the list of filers. Conversely, if the Council anticipates that EDAC will
be making very few and infrequent recommendations regarding such issues, then EDAC does not need to be added to the list of filers.

With regard to the **Technology Committee**, the Council established the committee in 2016. As part of its original bylaws, the committee was required to fill out a Form 700. In 2017, when the clerk’s office began to request Form 700’s from committee members, certain members expressed concern to city staff. In March 2018, the committee’s bylaws were amended to remove the Form 700 requirement based upon the bylaws providing that the committee members would not be involved in selecting or recommending vendors to the Council but would rather only provide quality assurance/success criteria and feedback and that staff would select vendors. However, other committee members recently expressed an interest in being more involved in the selection of city vendors and the committee will be discussing the potential of amending its bylaws again. It is recommended that the Council not include the Committee at this time and that the Committee can be added to the list of filers after a determination is made regarding amending the bylaws.

Once the Clerk’s office has the Council’s direction, it will bring back a proposed resolution adopting the new Code at a future City Council meeting.
RESOLUTION NO. 4887

A RESOLUTION ADOPTING THE 2014 CONFLICT OF INTEREST CODE FOR THE CITY OF EL SEGUNDO IN ACCORD WITH THE POLITICAL REFORM ACT.

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

SECTION 1: The City Council finds and declares as follows:


B. Section 18730 of the FPPC Regs. sets forth a standard conflict of interest code that may be adopted by local agencies.

C. On or about July 2014 City Clerk’s Office conducted a review of the City’s conflict of interest code in accord with Government Code § 87306.5 and determined that changes to the code, were needed at that time.

D. To fulfill its obligations under the PRA and FPPC Regs., the City Council will repeal Resolution 4778, adopted July 17, , and adopt a new conflict of interest code as set forth below.

SECTION 2: Pursuant to FPPC Regs. § 18730, the City of El Segundo adopts a Conflict of Interest Code to read as follows:

"CONFLICT OF INTEREST CODE FOR THE CITY OF EL SEGUNDO"

A. Incorporation of Standard Code.

Under the terms of the Political Reform Act (Gov’t Code §§ 81000 et seq.) and regulations promulgated by the Fair Political Practices Commission (2 Cal. Code of Regs. §§ 18700, et seq.), the City is required to adopt a conflict of interest code. The City of El Segundo incorporates by reference 2 Cal. Code of Regs. § 18730, and its amendments, into this Conflict of Interest Code including, without limitation, the designation of officials and employees and the disclosure categories set forth below (collectively, "the Conflict of Interest Code").

B. Filing of Statements

Designated officials, officers and employees must file Statements of Economic Interest (Form 700) with the City Clerk or Deputy City Clerk. After receiving Statements of Economic Interests from City Council members, the City Treasurer, Planning Commission members, City Attorney, and City Manager, the City Clerk or Deputy City
Clark, must forward the original to the Fair Political Practices Commission and retain a copy for the City’s files.

Under Government Code § 82011(c), the City Council is the code reviewing body with respect to the Conflict of Interest Code.

C. Review Procedure

Under Government Code § 87306.5, not later than July 1 of each even numbered year, the City Council must direct the City Clerk, or Deputy City Clerk, to review the Conflict of Interest Code. The City Clerk or Deputy City Clerk must submit an amended Conflict of Interest Code to the City Council if a change in the Conflict of Interest Code is necessitated by changed circumstance. If changes are not required, the City Clerk or Deputy City Clerk must submit a written statement to that effect to the City Council not later than October 1 of the same year.

D. Designated Positions

The following positions entail the making or participation in the making of decisions that may have a foreseeable material effect on the officials or officer’s financial interests.

COUNCIL, COMMISSIONS, COMMITTEES, & BOARDS

* Members of the City Council
* Members of the Planning Commission
Members of the Aviation Safety and Noise Abatement Committee
Members of the Capital Improvement Program Advisory Committee
Members of the Community Cable Advisory Committee (deleted)
Members of the Disaster Committee
Members of the Economic Development Advisory Council (deleted)
Members of the Environmental Committee
Members of the Investment Advisory Committee
Members of the Library Board of Trustees
Members of the Recreation & Parks Commission
Members of the Senior Housing Board

OFFICE OF THE CITY MANAGER:

* City Manager
  Assistant City Manager
  Information Systems Manager (listed under Police Department)

OFFICE OF THE CITY ATTORNEY:

* City Attorney
  Assistant City Attorney
OFFICE OF THE CITY CLERK:

City Clerk
Deputy City Clerk II (re-titled position)

OFFICE OF THE CITY TREASURER:

* City Treasurer
Deputy City Treasurer II (re-titled position)

FINANCE DEPARTMENT:

Director of Finance
Fiscal Services Manager
Accounting Manager
Business Services Manager
Purchasing Agent

FIRE DEPARTMENT

Fire Chief
- Deputy Fire Chief (deleted position)
Fire Marshal (added position)
Environment Safety Manager (added position)
Battalion Chief(s)
Management Analyst (added position)

HUMAN RESOURCES DEPARTMENT

Director of Human Resources
Human Resources Manager

LIBRARY DEPARTMENT:

Director of Library Services
Librarian
Senior Librarian(s)

PLANNING & BUILDING SAFETY DEPARTMENT:

Director of Planning & Building Safety
Planning Manager
Building Safety Manager
Residential Sound Insulation Manager
Assistant Planner
Associate Planner
Building Inspector(s)
Construction Coordinator(s)
Economic Development Analyst
Plan Check Engineer
Planning Technician (deleted position)
Principal Planner
Property Owner Coordinator
RSI Design Coordinator (added position)
License Permit Specialist (added position)
Senior Building Inspector(s)
Senior Plan Check Engineer

POLICE DEPARTMENT

Police Chief
Police Captain(s)
Information Systems Manager (reassigned Information Systems to Police Department from Office of the City Manager)

PUBLIC WORKS DEPARTMENT

Director of Public Works
Assistant City Engineer
Principal Engineer
General Services Manager
Streets Supervisor
Water Supervisor
Wastewater Supervisor
Management Analyst (added position)

RECREATION AND PARKS DEPARTMENT

Director of Recreation and Parks
Parks Superintendent
Recreation Superintendent
Senior Administrative Analyst (added position)

* Listed in the code for information purposes only. These positions file under Government Code Section 87200 with the Fair Political Practices Commission.

CONSULTANTS:

All consultants except those included by the City Manager in accordance with the following procedure:
The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that requires the consultant to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager determination is a public record and must be retained for public inspection in the same manner and location as this conflict of interest code.

E. Disclosure Requirements

Designated employees must disclose all interests as required by the Political Reform Act and regulations promulgated thereto. When a new position classification is created by the Human Resources Department for City Council approval, the Human Resources Department will recommend that the City Council decide whether the new position will be required to file a Statement of Economic Interest and be included as a designated position in the Conflict of Interest Code.

When the City Council establishes a Commission, Committee, or Board, the City Council will decide whether the members of the Commission, Committee or Boards be included as a designated position in the Conflict of Interest Code and the members of the Commission, Committee or Board so designated by the City Council, will be required to file a Statement of Economic Interest."

SECTION 3: Resolution No. 4778 (adopted July 17, 2012) and any other resolution or policy purporting to establish a conflict of interest code, are superseded by this Resolution and thus repealed in their entirety.

SECTION 4: Repeal of any provision of any resolution or policy herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 16th day of 2014.

Suzanne Fuentes, Mayor

ATTEST:
Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:                         Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action regarding the adoption of a Conflict of Interest Code required by The Political Reform Act (Government Code Section 81000 et. seq.) rescinding Resolution No. 4778, and adopting a new resolution approving a new Conflict of Interest Code. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt resolution;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Draft Resolution

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Cathy Domann, Deputy City Clerk II  
REVIEWED BY: Tracy Weaver, City Clerk  
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The California Government Code requires that no later than July of each even numbered year, the City Council shall direct the City Clerk to review and recommend changes to the City’s Conflict of Interest Code to be adopted no later than October 1, 2014. The City’s Code lists certain “designated employees” that make or participate in the making of decisions which may foreseeably have a material effect on economic interests. The City’s Code supplements state law (which already requires certain City officials to file conflict of interest disclosure statements) and its requirements are in addition to other requirements of the Political Reform Act (“PRA”), such as a general prohibition against conflicts of interest.

Since the update of the Code in 2012, the City Clerk’s office has reviewed the current Code and is recommending the following changes resulting from the addition or deletion of designated positions pursuant to Government Code Section 87302. The addition of the new class specification of RSI Design Coordinator, the elimination of the Deputy Fire Chief class specification, and the re-titled class specifications of Deputy City Clerk II (formerly Deputy City Clerk) and Deputy City Treasurer II (formerly Deputy City Treasurer). The class specifications of Fire Marshal, and Environmental Safety Manager were inadvertently left off the last code
update. It has also been determined that the position of License Permit Specialist should be added and the position of Planning Technician should be deleted.

Additionally, the City Manager, in consultation with the City Attorney, is recommending that members of certain advisory committees, such as the Economic Development Advisory Council and the Community Cable Advisory Committee, be removed from the list of designated employees. As a code reviewing body, the City may exempt certain bodies from its conflict of interest code, provided that the body does not make final governmental decisions, compel or prevent governmental decisions, or make substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by the City Council (FPPC Regs. § 18701(a)(1)(A)).

With regard to the Economic Development Advisory Council and the Community Cable Advisory Committee, these committees are solely advisory committees and do not possess decisionmaking authority as defined by the Fair Political Practices Commission. Indeed, a review of these committees' by-laws and reports to the City Council confirm that they are exclusively advisory committees. Accordingly, the City Manager has determined that they are exempt from the disclosure regulations of the PRA. This exemption shall remain in effect until the basis for the grant of exemption no longer exists or the expiration of two years, whichever occurs earlier.
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of an ordinance to take effect immediately consolidating future standalone municipal elections in the City with statewide March even year elections effective 2020 to comply with California Voter Participation Rights Act (California State Senate Bill 415).
(Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1) Adopt an ordinance to take effect immediately establishing the new General Municipal Election Dates to be held in March of even years beginning in March 2020.
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1) Proposed Ordinance
2) Ordinance 1563
3) Email notification from Election Consultant Martin & Chapman

FISCAL IMPACT: Included in adopted Fiscal Year 2017/2018 Budget

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STRATEGIC PLAN:

Goal 1A: El Segundo provides unparalleled service to internal and external customers.
Objective 1: City operations are unified and integrated.

ORIGINATED BY: Mona Shilling, Deputy City Clerk
APPROVED BY: Tracy Weaver, City Clerk
REVIEWED BY: City Attorney’s Office
REVIEWED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On September 1, 2015, Governor Brown signed into law Senate Bill No. 415 (Hueso) regarding consolidation of municipal elections with statewide elections. Commencing January 1, 2018, SB 415 requires certain political subdivisions, as defined, to hold an election on a statewide election date no later than November 8, 2022. Under SB 415, those political subdivisions that hold their
general municipal elections on a non-statewide general election date may continue to do so between now and 2022, provided they adopt a plan to consolidate, and the plan is adopted by January 1, 2018.

In response to SB 415, on September 5, 2017, the City Council considered when to schedule the City’s upcoming General Municipal Elections. At the time of the meeting, the City Council had two options: either June or November of even-numbered years, because those were the “statewide general elections” provided for in state law. The City Clerk and staff recommended November for various reasons, one of them being pending legislation to move the June statewide election to a different month of even-numbered years. However at the meeting, the City Council introduced an ordinance establishing the General Municipal Election in June starting in 2022.

Separately, the Governor signed SB 568 (Lara) into law on September 27, 2017. SB 568 takes effect in 2019. SB 568 changed the dates of the statewide general election. Starting in 2019, those will be the first Tuesday after the first Monday in March in each-even numbered year or the first Tuesday after the first Monday in November in each even-numbered year.

Because the legislation eliminated June as a statewide election date starting in 2019 and the upcoming City’s Stand Alone Municipal Election scheduled for April 10, 2018 effected the Terms of Office for the newly elected Council Members, on December 17, 2018, staff recommended that the City Council adopt an ordinance establishing either March or November in even-numbered years as the City’s General Municipal Election, starting in 2022. The Council adopted Ordinance No. 1563 to take effect immediately establishing the first Tuesday after the first Monday in March of even-numbered years beginning in March 2022; amending Title 1 of the El Segundo Municipal Code; Requesting consolidation with Los Angeles County pursuant to Elections Code Section 10403; and repealing Ordinance No. 1557.

On July 25, 2018 the City’s election consultant, Martin and & Chapman Co, sent an email notification announcing they would be closing effective December 2018. The City Clerk’s office believes there is no other option but to consolidate with Los Angeles County for our next General Municipal Election to the first Tuesday after the first Monday in March of even-numbered years beginning in March 2020 rather than 2022. Because state law allows ordinances relating to an election to take effect immediately, if adopted, the proposed ordinance would take effect immediately (Gov. Code § 36937).

RECOMMENDATION:

The City Clerk’s Office is recommending that the City Council adopt an ordinance to take effect immediately establishing the date of the City’s General Municipal Elections for the first Tuesday after the first Monday in March of even-numbered years and consolidate with the County of Los Angeles in 2020.
ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING THE DATE OF THE CITY’S GENERAL MUNICIPAL ELECTION TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS BEGINNING IN MARCH 2020; AMENDING TITLE 1 OF THE EL SEGUNDO MUNICIPAL CODE; REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403; AND REPEALING ORDINANCE NO. 1563.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and declares as follows:

A. The general municipal elections for the City of El Segundo are currently held the second Tuesday of April in each even-numbered year;

B. Government Code § 14052 prohibits a city from holding an election other than on a statewide election date, if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly scheduled election in that city, being at least 25% less than the average voter turnout within the city for the previous four statewide general elections;

C. The City did not meet the qualifying criteria to continue to conduct stand-alone elections and is legally required to move its elections to the date of the statewide general election;

D. On September 27, 2017, the Governor signed Senate Bill 568 (Lara) into law; starting in 2019, statewide election dates will be in March and November in each even-numbered year;

E. The City desires to change its municipal election to the first Tuesday after the first Monday in March in even-numbered years starting in 2020, an established election date listed in Elections Code § 1000 and the date of the statewide general election;

F. In order to accomplish the change in election date, the term of City Council Members elected in April 2016 and 2018, who would otherwise be up for election in April 2020 and 2022, would instead expire in March 2020 and 2022.

SECTION 2: Environmental Assessment. Adoption of the proposed Ordinance is statutorily exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§21000, et seq., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§15000, et seq.), because the proposed Ordinance would amend the El Segundo Municipal Code as far as timing of the City’s election, and it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment.
SECTION 3: ESMC Title 1 (Administration and Personnel), Chapter 4A (Elections), is amended as follows:

Chapter 4A: ELECTIONS.

Section 1-4A-1: Beginning in March 2022 2020, general municipal elections for the election of Council members, the City Clerk and the City Treasurer, and for such purposes as the City Council may prescribe, will be held in the City on the first Tuesday after the first Monday in March in each even-numbered year.

SECTION 4: Adjustment of Terms of Office. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those elected officials of the City elected in April 2016 and 2018, whose terms would previously have expired in April 2020 and 2022, respectively, will instead expire at the Council meeting after receipt of the certification of the results of the March 2020 and 2022 General Municipal Election and upon administration of oaths of office.

SECTION 5: Consolidated Election. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's March City Council election with the statewide general election conducted by the County in March of each even-numbered year.

SECTION 6: Notice to Voters. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of El Segundo (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 7: Date of the First City Council Election in March. If this Ordinance becomes effective, the first City Council election to be held in March will be March 3, 2020.

SECTION 8: Request to the County. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 9: Ordinance No. 1563, adopted by the City Council on December 19, 2017, is hereby repealed.

SECTION 10: Construction. This ordinance must be broadly construed in order to achieve the purposes stated in this ordinance. It is the City Council's intent that the provisions of this ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this ordinance.

SECTION 11: Severability. If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity
will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

SECTION 12: The City Clerk is directed to certify the passage and adoption of this ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this ordinance, cause it to be published or posted in accordance with California law.

SECTION 13: Pursuant to Government Code § 36937(a), this Ordinance takes effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of ____________, 2018.

______________________________
Drew Boyles, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ___ day of ____________, 2018, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____________, 2018, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney
ORDINANCE NO. 1563

AN ORDINANCE ESTABLISHING THE DATE OF THE CITY’S GENERAL MUNICIPAL ELECTION TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS BEGINNING IN MARCH 2022; AMENDING TITLE 1 OF THE EL SEGUNDO MUNICIPAL CODE; REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403; AND REPEALING ORDINANCE NO. 1557.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and declares as follows:

A. The general municipal elections for the City of El Segundo are currently held the second Tuesday of April in each even-numbered year;

B. Government Code § 14052 prohibits a city from holding an election other than on a statewide election date, if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly scheduled election in that city, being at least 25% less than the average voter turnout within the city for the previous four statewide general elections;

C. The City did not meet the qualifying criteria to continue to conduct stand-alone elections and is legally required to move its elections to the date of the statewide general election;

D. On September 27, 2017, the Governor signed Senate Bill 568 (Lara) into law; starting in 2019, statewide election dates will be in March and November in each even-numbered year;

E. The City desires to change its municipal election to the first Tuesday after the first Monday in March in even-numbered years starting in 2022, an established election date listed in Elections Code § 1000 and the date of the statewide general election;

F. In order to accomplish the change in election date, the term of City Council Members elected in April 2018, who would otherwise be up for election in April 2022, would instead expire in March 2022.

SECTION 2: *Environmental Assessment.* Adoption of the proposed Ordinance is statutorily exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§21000, et seq., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§15000, et seq.), because the proposed Ordinance would amend the El Segundo Municipal Code as far as timing of the City’s election, and it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment.
SECTION 3: ESMC Title 1 (Administration and Personnel), Chapter 4A (Elections), is amended as follows:

Chapter 4A: ELECTIONS.

Section 1-4A-1: Beginning in March 2022, general municipal elections for the election of Council members, the City Clerk and the City Treasurer, and for such purposes as the City Council may prescribe, will be held in the City on the first Tuesday after the first Monday in March in each even-numbered year.

SECTION 4: Adjustment of Terms of Office. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those members of the City Council elected in April 2018, whose terms would previously have expired in April 2022, will instead expire at the Council meeting after receipt of the certification of the results of the March 2022 General Municipal Election and upon administration of oaths of office.

SECTION 5: Consolidated Election. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City’s March City Council election with the statewide general election conducted by the County in March of each even-numbered year.

SECTION 6: Notice to Voters. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of El Segundo (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders’ terms in office will be changed.

SECTION 7: Date of the First City Council Election in March. If this Ordinance becomes effective, the first City Council election to be held in March will be March 8, 2022.

SECTION 8: Request to the County. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 9: Ordinance No. 1557, adopted by the City Council on October 3, 2017, is hereby repealed.

SECTION 10: Construction. This ordinance must be broadly construed in order to achieve the purposes stated in this ordinance. It is the City Council’s intent that the provisions of this ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this ordinance.
SECTION 11: Severability. If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

SECTION 12: The City Clerk is directed to certify the passage and adoption of this ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this ordinance, cause it to be published or posted in accordance with California law.

SECTION 13: Pursuant to Government Code § 36937(a), this Ordinance takes effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED ORDINANCE No. 1563 this 19th day of December, 2017.

[Signature]
Suzanne Fuentes, Mayor

ATTEST:

[Signature]
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

[Signature]
Mark D. Hensley, City Attorney
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1563 was duly passed, approved and adopted by said City Council at a regular meeting held on the 19th day of December, 2017, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES: Mayor Fuentes, Mayor Pro Tem Boyles, Council Member Brann, Council Member Dugan and Council Member Pirsztuk

NOES: None

ABSENT: None

ABSTAIN: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 28th day of December, 2017.

[Signature]
Tracy Weaver, City Clerk of the City of El Segundo, California

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Hi All Standalone Election Cities

It is with a heavy heart that Martin & Chapman Co. announces the closing in December of Martin & Chapman Co. after 63 wonderful years. This has been a very hard decision for us to make. We have spent many days and hours going through projections, and this is the only option for us.

We thank you for your ongoing and continued support and friendship over the many years, both you now and the city clerks of your city before you.

As you may or may not be aware, 4 large standalone charter cities had measures on the June 2018 ballot to move their elections to coincide with statewide elections per SB 415, the California Voter Participation Rights Act. The measures all passed in each city. Thus these 4 large cities will be skipping their elections in 2019 and their future elections will be held on a statewide election date in March or November of 2020.

Over the past 18 months all but 1 general law city in Los Angeles County who have had standalone alone elections in the odd years have adopted ordinances moving their election dates forward to a statewide election date in either March or November of 2020. And there are only 3 general law cities with standalone elections scheduled in April of the even years are left.

There are only 9 cities left with elections scheduled for March 2019, and 4 of them historically cancel their elections due to lack of candidates. And there are rumors of another countywide election in March 2019, again taking business away from M&C. This has had a huge impact on M&C. The income stream that has supported us for the past 63 years will have disappeared.
March odd year cities - we encourage you to get your cost estimates from the county for your 2019 standalone elections, or change your election dates now, before nominations open in early November.

April even year cities – we encourage you to change your election dates now, as the county may not be able to assist you in April 2020 as they will be coming off their Presidential Primary Election 8 weeks earlier in March.

For those of you who have already adopted ordinances moving your elections dates after your 2019 elections, it might be cheaper to redo the ordinances, get them reapproved by the BOS and mail new notices out than it will be to pay the county their high costs to conduct your standalone elections in 2019, unless they do have a countywide election in March.

We will have nomination supplies available for all the 2019 cities later this year, after legislation closes, but there will not be any workshops and most likely no updating of the Election Handbook for 2019, unless something changes later this year. We have commitments to fulfill with all of our county customers for the November Governor’s Election, so staff will be here through the end of December for any consulting needs.

Sorry if some of you have gotten this more than once, trying to make sure everyone is notified.

More information will be forthcoming over the next few months.

P.S. – this is my last email for a month, as Judy and I are going out of the country for 3+ weeks, leaving all electronics behind!!

Regards,

Scott and Team MC