



SPECIAL AGENDA

EL SEGUNDO CITY COUNCIL
SPECIAL MEETING

TUESDAY, NOVEMBER 7, 2023

6:00 PM OPEN SESSION –
WILL OPEN WITH REGULAR SESSION

CITY COUNCIL CHAMBER
350 MAIN STREET, EL SEGUNDO, CA 90245

Drew Boyles, Mayor
Chris Pimentel, Mayor Pro Tem
Carol Pirsztuk, Council Member
Lance Giroux, Council Member
Ryan W. Baldino, Council Member

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Jaime Bermudez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
David Cain, Interim CFO
Robert Espinosa, Interim Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of 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.

Unless otherwise noted in the agenda, the public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the agenda during the Public Communications portions of the Meeting. Additionally, members of the public can comment on any Public Hearing item on the agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit www.zoom.us on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial *67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.

6:00 PM – OPEN AND CALL TO ORDER WITH REGULAR OPEN SESSION

ROLL CALL

PLEDGE OF ALLEGIANCE

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.*

A. STAFF PRESENTATIONS:

- 1. Memorandum of Understanding Between the City of El Segundo and the El Segundo Police Managers' Association and Amendment to the City Contributions for CalPERS Medical Premiums**
-

Recommendation -

1. Adopt a Resolution approving and adopting the Memorandum of Understanding (“MOU”) between the City of El Segundo and the El Segundo Police Managers' Association (“PMA”).
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and the PMA.
3. Alternatively, discuss and take other action related to this item.

ADJOURNMENT

POSTED:

DATE: November 6, 2023

TIME: 2:00 PM

BY: Tracy Weaver, City Clerk

TITLE:

Memorandum of Understanding Between the City of El Segundo and the El Segundo Police Managers' Association and Amendment to the City Contributions for CalPERS Medical Premiums

RECOMMENDATION:

1. Adopt a Resolution approving and adopting the Memorandum of Understanding ("MOU") between the City of El Segundo and the El Segundo Police Managers' Association ("PMA").
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and the PMA.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost of the successor PMA Memorandum of Understanding is approximately \$297,000 for the term October 1, 2023 through June 30, 2026.

The fiscal impact for FY 2023-2024 to implement the terms of the PMA MOU from October 1, 2023 through June 30, 2024 is approximately \$164,000.

Account Numbers: 001-299-0000-2990 General Fund Unappropriated Fund Balance to various Police Department salary and benefits accounts:

001-400-3101-4xxx (Police Administration Division salary & benefits)- \$27,133
001-400-3102-41xx (Police Patrol Division salary & benefits)- \$112,215
001-400-3103-4xxx (Traffic Safety Division salary & benefits)- \$24,608

BACKGROUND:

Staff and representatives of the PMA met and conferred pursuant to Section 3500 et seq. of the California Government Code, for purposes of reaching a labor agreement. The City and the PMA began negotiations on September 23, 2023 for a successor MOU to the agreement that expired on September 30, 2023 and each exchanged four (4) formal offers before reaching Tentative Agreement. The PMA ratified the agreement on November 2, 2023.

These negotiations included a very comprehensive review and reorganization of the MOU which will provide clearer language for its members and for City staff to administer in furtherance of Goal 3 of the Strategic Plan, "To Promote a Quality Workforce Through Teamwork and Organizational Efficiencies."

DISCUSSION:

The successor MOU provides for a retention bonus, cost-of-living adjustments, increases to City contributions for health, Education Incentive, Administrative Leave hours, addition of a Personal Leave day, and lump sum payment of forty (40) hours. The redlined MOU is attached which shows the revisions and clean up language. The PMA bargaining unit represents the Police Lieutenant and Police Captains job classifications with six (6) incumbents. The following are highlights of the salary and benefit changes to the MOU:

1. Term: 2 years and 9 months, October 1, 2023, to June 30, 2026.
2. Retention: One-time payment of \$3,750.
3. Salary Adjustments:
 - 7% effective following approval and adoption of MOU
 - 3% effective July 1, 2024
 - 3% effective July 1, 2025.
4. Health Insurance Increases:
 - Effective January 1, 2024: from \$1,700 to \$1,750
 - Effective January 1, 2025: from \$1,750 to \$1,800
 - Effective January 1, 2025: from \$1,750 to \$1,800.
5. Increase Education Incentive for Lieutenants who possess a Master's degree from \$398.97 to \$500 per pay period. Increase Education Incentive for Captains who possess a Master's degree from \$451.40 to \$750 per pay period.
6. Rename Executive Leave to Administrative Leave. Increase leave for Captains from 56 to 80 hours per calendar year; retain leave for Lieutenants at 56 hours per calendar year. Sunset carryover provision of twenty-eight (28) hours per calendar year on December 31, 2024.
7. Add one (1) day of Personal Leave per year.
8. Remove Exceptional Leave provision in exchange for lump sum payment of forty (40) hours of base pay.

Additionally, the parties agreed to various items including the following:

- Revision of the leave cash out process to comply with the IRS doctrine of constructive receipt; and
- Provide for the inclusion of longevity, educational incentive, special assignment, and bilingual pay in the calculation of salary step placement upon promotion.

CalPERS requires contracting agencies participating in the Medical Plan under the Public Employee's Medical and Hospital Care Act ("PEMHCA") to submit a change resolution approved by the City Council to amend the employer contribution for medical premiums.

Attached for adoption is the required resolution to increase the 2024 City paid medical premiums as noted above.

Upon approval and adoption of the MOU and related resolutions, Human Resources will work with Finance to implement all provisions as negotiated.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY: Rebecca Redyk, Human Resources Director 

REVIEWED BY: Rebecca Redyk, Human Resources Director

APPROVED BY: Barbara Voss, Deputy City Manager 

SUPPORTING DOCUMENTS:

1. Tentative Agreement Redline MOU between the City of El Segundo and PMA
2. Resolution approving and Adopting the MOU between the City of El Segundo and the PMA
3. Exhibit A to Resolution - PMA MOU October 1, 2023 to June 30, 2026
4. Resolution of the City Council of the City of El Segundo, California, Updating the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants with Respect to a Recognized Employee Organization 007 El Segundo Police Managers' Association

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**MEMORANDUM
OF
UNDERSTANDING
EL SEGUNDO POLICE
MANAGERS' ASSOCIATION**

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October 1, 2023 – June 30, 2026

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

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

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

- A. The El Segundo Police Managers' 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 Lieutenant and Police Captain. 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 MOU is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.
- D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective upon adoption of the MOU by the City Council.

SECTION 2. Term

The term of this MOU shall be October 1, 2023 through June 30, 2026.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

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

- 1. Effective the first full pay period following the adoption of this Agreement: Increase base salary by seven percent (7.00%);

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City Proposal #4 (11-1-2023)

- 2. Effective the first full pay period that includes July 1, 2024; Increase base salary by three percent (3.00%); and
- 3. Effective the first full pay period that includes July 1, 2025; Increase base salary by three percent (3.00%).

These salary adjustments are to take in alignment with the CalPERS payment pickup identified in Article 3, Section 7-B.

SECTION 2. Retention Bonus

The City shall provide a one-time retention bonus in the amount of \$3,750 to each employee in the bargaining unit who is employed by the City upon approval and adoption of the MOU.

The City shall provide the bonus in the first full pay period following the date provided above.

SECTION 3. One-Time Lump Sum Payment

The City shall provide a one-time lump sum non-PERSable payment of forty (40) hours to each employee in the bargaining unit upon approval and adoption of the MOU in exchange for the removal and elimination of "Exceptional Leave" from this MOU. The lump sum payment shall be paid at the base hourly wage once the initial "Compensation Adjustment" as set forth above (Article 2, Section 1) has been applied, and ranges from approximately \$3,600 to \$4,645.

SECTION 4. Salary Schedule Calculation Methodology

An affected employee's regular rate of pay is calculated in dollars and cents rounded to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

SECTION 5. Salary Table Step Advancement

The advancement of an employee from one step to the next shall occur on the beginning of the pay period immediately after completion of one (1) year's satisfactory service in each of such classification.

SECTION 6. Step Advancement – Accelerated

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

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to the next higher salary step, so long as the employee has not yet reached the top step of their salary range and the next salary step provides no more than a five percent (5%) increase over their base salary at their current step.

In order to be eligible for accelerated salary step advancement, the Police Chief must recommend to the Director of Human Resources for approval by the City Manager.

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City Proposal #4 (11-1-2023)

The Police Chief shall submit the form to the Director of Human Resources, stating their recommendation.

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

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An accelerated salary step advancement shall not change the affected employee's anniversary date.

SECTION 7. Notice Requirement to Withhold Step Increase

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

SECTION 8. Compaction – Statement of Intent

The City strives to compensate affected employees at a reasonable level above the classification they supervise. Additionally, the City strives to compensate Captains at a reasonable level above Lieutenants. Typically a difference of five percent (5%) is targeted, with the specific percentage determined by internal and external comparability data, City finances, and other labor relations factors and consideration.

SECTION 9. Payroll Direct Deposit

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

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

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

Additional Compensation

SECTION 10. Salary Differential Upon Promotion

In all cases where an affected employee is promoted to a classification regulated by this MOU for which a higher rate of compensation is provided, then such employee shall receive the lowest rate of compensation which exceeds by not less than five percent (5%) the base rate of compensation, including longevity, educational incentive, special assignment, and bilingual pays received by the employee in such given classification at the time of their promotion.

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SECTION 6. Retention Bonuses¶

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The City shall make a one-time ad hoc lump sum amount payment of Three Thousand Seven Hundred 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, 2019. The payment shall be made in the pay period that includes December 7, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.¶

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The City shall make a one-time ad hoc lump sum amount payment of Three Thousand Seven Hundred 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, 2021, and is actively employed by the City on December 7, 2021. The payment shall be made in the pay period that includes December 7, 2021. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.¶

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All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (inclusive of longevity, educational incentive, special assignment, and bilingual pays received by the employee).

In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate's base salary, the supervisor shall be granted a higher base salary (inclusive of longevity, educational incentive, special assignment, and bilingual pays) even if the supervisor's new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, the supervisor's salary shall not exceed the salary range for which they are eligible by length of service and performance.

SECTION 11. Temporary Service in a Higher Classification/Acting Pay

Where an affected 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 affected employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent (5%) above their present rate, whichever is higher.

For the purpose of this section, "appreciable period of time" is defined as ten (10) consecutive working days, or eight (8) working days if on four/ten (4/10) plan, or longer. The acting pay shall retroactively commence to the first day of the acting assignment.

SECTION 12. Educational Incentive Pay

Effective upon approval and adoption of the MOU, affected employees holding a Master's Degree shall be eligible for educational incentive compensation to be paid per pay period as follows:

- 1. Police Lieutenants: \$500.00
- 2. Police Captains: \$750.00

The parties are of the opinion that Educational Incentive Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

SECTION 13. Marksmanship Pay

A. Affected employees will receive their regular rate of pay for meeting the following firearms standards:

Class	Pay for Proficiency per Quarter (3 Calendar Months)
Distinguished Expert	8 hours of pay
Expert	6 hours of pay
Sharpshooter	4 hours of pay
Marksmanship	0 hours of pay

B. The parties are of the opinion that Marksmanship Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the

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SECTION 10. Salary Differential Upon Promotion¶

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In all cases where an affected employee is promoted to a classification regulated by this MOU 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 hig ... [29]

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City Proposal #4 (11-1-2023)

California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

C. Payment of Marksmanship Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Marksmanship Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such marksmanship pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 14. Uniforms and Safety Equipment

A. Provision of Uniforms and Safety Equipment

The City shall provide required uniforms and safety equipment to affected employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

B. Uniform Allowance

Patrol lieutenants shall receive \$53 per month of active duty. Non-patrol lieutenants and Captains shall receive \$40 per month of active duty.

The parties are of the opinion that Uniform Allowance qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

C. The uniform allowance shall be non-PERSable for employees who are not "classic" members as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA").

SECTION 15. Overtime Compensation

Police Lieutenants shall be paid time and one-half of their regular rate of pay for time worked on a shift basis in excess of their regular work shift, in any one day or more than forty (40) hours per week, excluding hours worked involving hold-over for non-shift work and work due to staff meetings or training.

Police Captains are expressly excluded from the receipt of contractual overtime.

SECTION 16. Regular Rate of Pay Defined

A. The "regular rate of pay" is the hourly rate that includes all remunerations paid to or on behalf of the employee, including Educational Incentive Pay and the City-paid CalPERS Employer Paid Member Contribution, but not 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. Use of the term "regular rate of pay" is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.

B. Affected employees shall be paid their regular rate of pay for the following:

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City Proposal #4 (11-1-2023)

- 1. Overtime.
- 2. Holiday Pay.
- 3. Earned Compensatory Time Sell Back.
- 4. Physical Fitness Incentive Program Pay.
- 5. Accrued and unused vacation upon separation of employment or death.
- 6. Marksmanship Pay.

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ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

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

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

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

The City's maximum contributions shall be as follows:

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

Should the City and POA reach agreement to increase the maximum monthly contribution during the period covered by this MOU, PMA members will receive the same increase.

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

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

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The City contracts with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.¶
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B. City Medical Contribution¶
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Effective for the medical premium in January 20202021, the maximum medical contributions by the City is \$1,650\$1,575 per employee per month. Effective on approval and adoption of this MOU, the maximum monthly medical contribution shall increase to \$1,700. Effective January 20242021, the maximum monthly contribution shall increase to \$1,750\$1,650. Effective for the medical premium in January 2025, the maximum monthly contribution shall increase to \$1,800. Effective for the medical premium in January 2026, the maximum monthly contribution shall increase to .¶
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Should the City and POA reach agreement to increase the maximum monthly contribution during the period covered by this MOU, PMA members will receive the same increase.

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City Proposal #4 (11-1-2023)

SECTION 2. Dental, Vision and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, vision and life insurance for affected employees and eligible dependents.

A. Selection of the vision insurance plan carrier shall be made by the City.

- B. The City reserves the right to determine the dental insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with affected employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.
- C. The City shall make available any city-wide improvements to the dental benefit, to the Association.
- D. The City will provide affected employees with \$50,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage. Additional insurance coverage for the affected employee (up to \$100,000 maximum coverage) and for family members may be purchased at group rates, to the extent authorized by the carrier.

SECTION 3. Dental and Vision – Retired Employees

A. Upon retirement, an employee and their spouse, registered domestic partner, and/or eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree, should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

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

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

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

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

SECTION 4. Employee Assistance Program (EAP)

The City provides employees and immediate family members' confidential assistance, referrals, and counseling through the EAP. The program is designed to provide professional assistance

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City Proposal #4 (11-1-2023)

and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

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

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

SECTION 5. 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 affected employee has died as a direct and proximate result of the performance of duties in the course and scope of their employment, then the City shall continue to make group medical premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased affected employee until age 18. Said medical premium payments on behalf of the children of a deceased affected employee shall continue if, at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. The City contributions for health insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased affected employee was receiving at the time of their death. For example, if at the time of death, the affected employee 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.

C. City funded premiums shall be subject to the monthly limitation in Article 3, Section 1, Subsection B.

SECTION 6. Flexible Spending Account

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

Each employee of the Association is eligible to participate in this voluntary program.

The Flexible Spending Account allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.

SECTION 7. RETIREMENT BENEFITS

A. PERS Retirement Formula

1. Tier I - The City has implemented the 3%@50 PERS retirement formula for all affected employees.

2. Tier II - The City shall amend its contract with the Public Employees' Retirement System to implement the 3%@55 retirement formula, in accordance with Government Code Section 21363.1, for unit employees hired on or after the effective date of the PERS contract amendment.

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City Proposal #4 (11-1-2023)

3. Tier III - 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.

B. PERS Payment Pick-Up

1. Employees who are "classic" members as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA") shall pay their twelve percent (12%) employee contribution to CalPERS effective on the following schedule:

- a. Three percent (3%) in the first pay period following the City Council's adoption of the MOU, which occurred on November 19, 2019;
- b. An additional three percent (3%) effective the pay period that includes October 1, 2020;
- c. An additional three percent (3%) effective the pay period that includes October 1, 2021; and
- d. An additional three percent (3%) effective the pay period that includes October 1, 2022.

2. The City shall continue to pay and report the value of Employer-Paid Member Contributions ("EPMC") "as compensation earnable" for "Classic" members as follows:

- a. Nine percent (9%) in the first pay period following the City Council's adoption of the MOU, which occurred on November 19, 2019;
- b. Six percent (6%) in the pay period that includes October 1, 2020;
- c. Three percent (3%) in the pay period that includes October 1, 2021; and
- a. Zero percent (0%) in the pay period that includes October 1, 2022.

C. Optional PERS Contract Provisions

- 1. The City shall provide "Level 4" 1959 Survivors Benefits.
- 2. The City shall provide the Single Highest Year formula for "Classic" members.
- 3. The City shall provide the Military Service credit as public service option.
- 4. The City shall provide the Pre-Retirement Option 2W Death Benefit.

D. 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 to participate in the City's group insurance programs and the right to receive a contribution toward medical insurance as set forth in Section E.

E. Retiree Health Insurance Contribution Program

Effective January 1, 2020, the City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital Care Program ("PEMHCA").

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The program will provide for the following maximum contribution: Average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to active employees under PEMHCA and no greater than the maximum City contribution made on behalf of active employees.

SECTION 8. Deferred Compensation

A. Deferred Compensation Plan (457)

A deferred compensation plan has been established as a benefit to affected employees. Each affected employee is eligible to participate in the plan.

B. Deferred Compensation "Catch Up" Provision

Affected employees with twenty (20) or more years of City service who have reached the age of forty-seven (47) or older can cash out one-third (1/3) of all accrued leave at their base rate of pay, up to the deferred compensation maximum "catch up" permitted by law, during the affected employee's last three years of employment. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than 120 hours.

SECTION 9. Tuition and Book Reimbursement Program

A. Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all affected employees.

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

1. The City shall reimburse each affected employee pursuing undergraduate studies 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.
2. 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.

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

1. 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.

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The City will pay an amount equal to the affected employee's contribution to deferred compensation up to a maximum of one percent (1%) of the affected employee's base pay, for all Association employees participating in City approved deferred compensation plans. Effective October 1, 2011, the 401(a) 1% match for members of this unit shall be eliminated. ¶
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City Proposal #4,(11-1-2023)

2. 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.
3. 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.

D. Certification Requirement for Educational Compensation

Affected 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."

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

<u>Months Worked between Date the Course was Completed and the Final Day at Work</u>	<u>Percentage to be Refunded to the City (%)</u>
<u>1</u>	<u>100</u>
<u>2</u>	<u>100</u>
<u>3</u>	<u>90</u>
<u>4</u>	<u>80</u>
<u>5</u>	<u>70</u>
<u>6</u>	<u>60</u>
<u>7</u>	<u>50</u>
<u>8</u>	<u>40</u>
<u>9</u>	<u>30</u>
<u>10</u>	<u>20</u>
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SECTION 10. Physical Fitness Incentive Program

A. Purpose

It is the purpose of the El Segundo Police Department Physical Fitness Incentive Program to improve the level of physical fitness and health among sworn police personnel so that their

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<u>Employee Separation Payback</u>	<u>Percentage</u>
1 month after course completion	100% refund¶
2 months after course completion	100% refund¶
3 months after course completion	90% refund¶
4 months after course completion	80% refund¶
5 months after course completion	70% refund¶
6 months after course completion	60% refund¶
7 months after course completion	50% refund ¶
8 months after course completion	40% refund¶
9 months after course completion	30% refund¶
10 months after course completion	20% refund¶

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City Proposal #4 (11-1-2023)

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.

B. Department Policy

It will be the policy of the Police Department to work with employees 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.

C. Program Components

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

1. Fitness Examination:

An annual fitness examination is a mandatory component of the Physical Fitness Incentive Program. The examination will be comprehensive and will include the cardiovascular system, the pulmonary function, a complete blood work-up, body composition analysis, the lower digestive tract, and 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.

2. Fitness Assessment:

a. The fitness assessment is a voluntary component of the Physical Fitness Incentive Program and will be administered by a department fitness coordinator and fitness committee.

b. The fitness assessment will be a test to measure components of physical fitness which are:

- 1. Cardio-vascular
- 2. Strength
- 3. Body composition
- 4. Flexibility

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

d. will be developed which will categorize participants into levels of fitness.

D. Physical Fitness Incentive Program Pay

Affected employees will receive their regular rate of pay for meeting the following physical fitness standards:

Fitness Level	Pay per Quarter (3 Calendar Months)
Excellent	16 hours of pay

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Good _____ 8 hours of pay
Fair _____ 4 hours of pay

The parties are of the opinion that Physical Fitness Incentive Program Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

E. Payment of Physical Fitness Incentive Program Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Physical Fitness Incentive Program Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such physical fitness incentive program pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 11. Comprehensive Medical Examination

A. Annual Comprehensive Medical Examination

Affected employees are provided a fully-paid, comprehensive medical examination each year. The City currently utilizes the Westchester Medical Group/Center for Heart and Health for the examinations. The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

B. Heart Scan

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

ARTICLE 4 - LEAVES AND ABSENCES

SECTION 1. Vacation Leave

A. Vacation Time Use

Affected employees shall accrue vacation time on a monthly basis. Vacation leaves may be taken only after an affected employee has completed six (6) months of continuous service with the City.

B. 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:

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City Proposal #4 (11-1-2023)

Years of Service	Annual Accrual Rate	Maximum Permissible Accrual
0 – 5 years	96 hours	192 hours
6 – 10 years	120 hours	240 hours
11 – 15 years	144 hours	288 hours
16 years	176 hours	352 hours
17+ years	Additional 8 hours per year, above what an employee with 16 years of service receives.	Variable

C. Accrual Schedule – For Employees Hired Before July 1, 1994

Vacation for employees before July 1, 1994, shall be accrued pursuant to the following schedule:

Years of Service	Annual Accrual Rate	Maximum Permissible Accrual
0-7	96 hours	192 hours
8-14	136 hours	272 hours
15-16	176 hours	352 hours
17+	Additional 8 hours per year above what an employee with 16 years of service receives.	Variable

D. Vacation Accrual Based on Total Service Time in a PERS or Comparable Agency

Affected employees who have successfully completed their initial probationary period and/or achieved E step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a PERS or comparable agency.

E. Vacation Time Accrual – Sell Back

1. Qualification for Vacation Cash Out:

An employee who has completed one (1) year of service qualifies for vacation cash out.

2. Cash-Out Process in 2023:

In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described above. While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

3. Election Process:

A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the

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

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

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City Proposal #4 (11-1-2023)

employee can accrue in a year based on their length of service as described above.

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

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

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

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

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

F. Vacation Time Accrual – For Temporary Industrial Disability

Employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

G. Payment of Vacation Time – Death of Employee

In the event of an affected employee's separation from employment or death, earned, but not yet used Vacation Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such vacation time based upon the affected employee's regular rate of pay at the time of death or separation from employment. In case of employee's death, such amount shall be distributed to the affected employee's beneficiary.

SECTION 2. Sick Leave

A. Sick Leave – Leave with Pay Due to Illness – Accumulation of Same

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the State of California. Affected employees shall accumulate sick leave at the rate of one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Hours worked in addition to a regular work week shall

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City Proposal #4 (11-1-2023)

not entitle an employee to additional sick leave accumulation. Sick leave taken by an employee shall be deducted from their accumulated credit.

B. Sick Leave Accumulated for Physical Examination

- The City will allow up to two (2) days of accumulated sick leave each year to be used for purposes of physical examinations, subject to submission of a doctor's verification.

C. Sick Leave – Payment of Seventy-Five Percent (75%) of Accrual

- Effective the first day of December of each year, affected employees who maintain a balance of 1056 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. Payment shall be paid at the affected employee's base rate of pay and be paid on or before December 10.

D. Sick Leave Accrued – Payment on Separation Prior to December 1

- Affected employees who separate employment prior to the first day of December while maintaining a balance of more than 1056 hours of sick leave shall be paid for seventy-five percent (75%) of their unused accrued sick leave accumulated since the preceding December 1. Payment shall be paid at the affected employee's base rate of pay.

E. Payment of Sick Leave Accrual – Disability Retirement

- Upon separation from service because of a disability retirement, affected employees with five (5) years of City service will be compensated for one-hundred percent (100 %) of the affected employee's accumulated unused sick leave at the affected employee's base rate of pay at separation.

F. Payment of Sick Leave Accrual – After 20 Years of City Service

- Upon separation from service, affected employees with twenty (20) years of City service will be compensated for one-hundred percent (100 %) of the employee's accumulated, unused sick leave at the affected employee's regular rate of pay at separation.

G. Payment of Sick Leave Accrual – On Separation from the City

- An affected employees who has been employed by the City for five (5) or more years who separates from the City with unused sick leave to their credit, will be compensated in an amount equal to one-half (1/2) the value of such sick leave based upon the affected employee's base rate of pay at the time of separation.

H. Payment of Sick Leave Accrual – Death of Employee

In the event an affected employee who has been employed by the City for five (5) years or more in a full-time position, dies with unused sick leave to their credit, an amount equal to one-hundred percent (100%) of the value of such sick leave based upon the affected employee's base rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

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J. Sick Leave Accumulated for Care of Immediate Family

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The City shall allow up to twelve (12) days of accumulated sick leave each calendar year to be used for purposes of medical emergencies, doctor visits and homecare of members of the immediate family. Usage would also be permitted under the following instances:

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1. The birth of a child of an employee, and to care for a newborn,
2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee,
3. To care for a member of the immediate family who has a serious health condition.

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

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

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All applicable sections of City Personnel Rules relative to the documentation and verification of sick leave usage remain in full force and effect.

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SECTION 3. Holiday Leave

Captains and Lieutenants shall be paid for one hundred-twenty (120) hours in lieu of holidays. 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. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay and holiday pay in November, but no later than December 10.

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In the event of the death of an affected employee or upon separation from service, affected employees shall be paid holiday pay on a pro-rata basis. Additionally, affected employees serving less than one (1) year shall be paid holiday pay on a pro-rata basis.

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Upon request of an employee and with department head approval, time off may be taken in lieu of holiday pay.

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SECTION 4. Personal Leave Day

A. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees one (1) day of Personal Leave. The City shall provide employees one day of Personal Leave each year, as described below, unless and until such time as the City recognizes Juneteenth as a Holiday. In the event that the City recognizes Juneteenth as a Holiday, the City will rescind the provision of the Personal Leave day for the following calendar year.

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B. The City will credit employees with the Personal Leave every January. Newly hired bargaining unit members hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

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SECTION 5. Administrative Leave

Police Captains shall receive eight (80) hours Administrative Leave per calendar year. Police Lieutenants shall receive fifty-six (56) hours Administrative Leave per calendar year.

For calendar year 2023, twenty-eight (28) hours will be permitted to be carried over. The carry over provision shall expire December 31, 2024, such that there will be no carry over from calendar year 2024 to calendar year 2025. This leave has no cash value.

Such hours are not eligible for pay out upon retirement or separation of employment.

SECTION 6. Compensatory Time

A. Maximum Accrual

A bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours.

B. Payment of Compensatory Time – Death of Employee

In the event of an affected employee's death, earned, but not yet used Compensatory Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such compensatory time based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 7. Bereavement Leave With Pay

In the event of the death of an employee's "family member", as defined in Article 4, Section 2, Subsection 1, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used with three (3) months of the date of the death of the "family member."

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

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

SECTION 8. Personal Emergency Leave – Use of Eligible Leaves

For affected employee's personal emergencies, that is, a serious illness of an "family member" as defined in Article 4, Section 2, Subsection 1, and for cases of extreme and unusual hardship or an emergency nature, affected employees, upon request, shall be entitled to utilize accumulated vacation leave, compensatory time-off, or personal leave day/floating holiday, for which prior notification is required; however, in certain instances, notification requirements may be waived.

SECTION 9. Catastrophic Leave Program

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City Proposal #4 (11-1-2023)

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.

Affected 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 not less than one (1) day. These will be hour for hour donations.

Affected 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.

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 10. Jury Duty

A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.

B. Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.

C. Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.

D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to receive their regular compensation.

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E. Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.

F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.

Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.

ARTICLE 5 – EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. Management Rights

A. Except as limited by the specific and express terms of this MOU, 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 MOU 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 2. Layoff Procedures

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

B. 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.

C. 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

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¶ The employee must provide written notice of the expected Jury Duty to theirhis or her supervisor as soon as possible, but in no case later than fourteen (14) days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)¶
¶ During the first two (2) weeks of Jury Duty, an employee shall be entitled to receive theirhis or her regular compensation.¶
¶ For any portion of Jury Duty that extends beyond the first two (2) 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 (2) 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 (2) weeks, that the employee asked to be excused because of this hardship, and the request was denied.¶
¶ Any compensation for the first two (2) weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.¶
¶ 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 (3) or more consecutive hours.¶
¶ The employee must provide documentation of theirhis or her daily attendance on Jury Duty.¶
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City Proposal #4 (11-1-2023)

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.

D. 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 (1/2) time from the date of hire with the City.

E. Breaking Ties

In cases where two (2) 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.

F. 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.

G. Displacement Rights

1. 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

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the lower classification.

- 2. 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.

H. 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.

I. 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 (3) 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 without good cause 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.

J. 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.

K. Rights on Reemployment

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.

L. Appeal

An employee who 1) has not been provided a letter of layoff, per Section 2-J, 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

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SECTION 3. POBR Limited Appeals

A. Provisions

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, a reduction in salary caused by a reassignment resulting in a loss of incentive, 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. 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

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

5. Conduct of Hearing (5 Days or Less Suspensions, Transfers for Purposes of Punishment, Reduction in Salary Caused by a Reassignment.)

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- 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. The hearing shall be audio recorded.
- g. The officer may be represented by a representative of their 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.
- h. 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.
- i. The hearing officer fees shall be equally borne by the City and the Association.
- j. 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.

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SECTION 4. Grievance Procedure

City Proposal #4 (11-1-2023)

A. Definition of Terms

- 1. Grievance – A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written department or agency rule or regulation or a specific provision of a MOU. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written department or agency rule and/or policy or a specific provision of a MOU.
- 2. Grievant – A grievant is an employee or group of employees allegedly adversely affected by an act of omission of the agency.
- 3. Day – A day is a business day (Monday – Friday).
- 4. Immediate Supervisor – The first level supervisor of the grievant.

B. Time Limits

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

C. Procedure for Filing a Grievance

- 1. In filing a formal written grievance, the employee shall set forth the following information.
 - a. 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. What documents, witnesses or other evidence supports the grievant's position.
 - e. The remedy requested.

D. Grievance Procedure

Grievances will be processed following the procedures set forth below.

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City Proposal #4 (11-1-2023)

1. Level I – Within ten (10) days of the date the employee reasonable knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days from the time the employee meets with the supervisor to discuss the employees’ grievance.
2. Level II – In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) days to file a formal written grievance with the employee’s immediate supervisor after the fifteen (15) day time period provided in Level I. The immediate supervisor shall, within five (5) days, provide a written response to the grievant.
3. Level III – If the formal written grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within five (5) days of the written response from the immediate supervisor. The department head shall respond in writing within ten (10) days.
4. 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 of the Department Head’s written response. The City Manager or his/her designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

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F. Matters Excluded From the Grievance Procedure

1. The grievance procedure cannot be used for the purpose of resolving complaints, requests or changes in wages, work hours or working conditions.
2. The grievance procedure cannot be used to challenge employee evaluations or performance reviews.
3. The grievance procedure cannot be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
4. The grievance procedure cannot be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586.

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F. Conferences

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

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SECTION 5. No-Strike Clause

- A. The El Segundo Police Managers’ Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike or engage in any work stoppage or 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.

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- 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 affected 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 MOU or in City policy from any affected employee and/or the Association.

SECTION 6. Binding Arbitration

A. Civil Claims;

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

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1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

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

3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

4. The City shall bear the costs of any arbitration conducted pursuant to this Article, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

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

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

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.

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- 3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.B, shall be for a court of law and not an arbitrator to decide.
- 4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
- 5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 28 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level IV.

- 1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
- 2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
- 3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.C, shall be for a court of law and not an arbitrator to decide.
- 4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
- 5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article 33 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Completion of Meeting and Negotiating

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SECTION 1. Policies¶
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 A. Occupational Injury and Illness Policy¶
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 The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.¶
 ¶
 B. Disability Retirement Policy¶
 ¶
 The parties have agreed upon a Disability Retirement Policy dated May 2010.¶
 ¶
 C. Fitness for Duty Policy¶
 ¶
 The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.¶
 ¶
 D. Substance Abuse Policy and Drug-Free Workplace Statement¶
 ¶
 The parties have agreed upon a Substance Abuse Policy and Drug-Free Workplace Statement dated, July 1, 2008.¶

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City Proposal #4,(11-1-2023)

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

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B. The wages, hours, benefits and other terms and conditions of employment covered by this MOU, including those wages, hours, benefits and other terms and conditions of employment in existence and spelled out by the City's Personnel Rules, Administrative Code and other Ordinances and Resolutions approved by the City Council prior to this MOU, although not specifically referred to by this MOU, shall constitute the wages, hours, benefits and other terms and conditions of employment for the term of this MOU.

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C. Disagreements involving the interpretation and application of this section will be resolved by accessing the Association's Grievance Policy at Level IV (City Manager).

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SECTION 2. Re-Openers

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The parties agree that during the term of this MOU, they shall re-open the agreement to discuss the following items:

- 1. Modifications to the Administrative Code; and
- 2. Employee Evaluation Program

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SECTION 3. Savings Clause

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

SECTION 4. Association Dues Deduction

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

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

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

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

The City shall direct all employee requests to cancel or change deductions to the Association.

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

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

SECTION 5. Non-Discrimination

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

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A. Provide official dues deductions for all affected employees who subscribe to Association membership.¶
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Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs.¶
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During the term of this Agreement, the parties agree to re-open this section to discuss compliance with Janus and SB866.

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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 MOU 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 MOU in compliance with State or Federal anti-discrimination laws.¶

Signed by the City:

Signed by the Association:

Darrell George
City Manager

Aaron Corkins, Lieutenant
President

Rebecca Redyk
Director of Human Resources

Ryan Danowitz, Captain
Vice President

Dana Hang
Human Resources Manager

Hugo Perez, Captain

Date

Date

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Director of Finance¶
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RESOLUTION NO. _____

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

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

SECTION 1: The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Police Managers' Association ("PMA"), a recognized employee organization, for the term of October 1, 2023 to June 30, 2026.

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

SECTION 3: The PMA ratified said agreement on November 2, 2023.

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

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

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

PASSED AND ADOPTED RESOLUTION NO. _____ this 7th day of November, 2023.

Drew Boyles,
Mayor

Exhibit A - PMA MOU October 1, 2023 to June 30, 2026

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 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 ___ day of _____, 2023, 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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

**EL SEGUNDO POLICE MANAGERS'
ASSOCIATION**



Term: October 1, 2023 through June 30, 2026

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

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

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

- A. The El Segundo Police Managers’ 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 Lieutenant and Police Captain. 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 MOU is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.
- D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective upon adoption of the MOU by the City Council.

SECTION 2. Term

The term of this MOU shall be October 1, 2023 through June 30, 2026.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

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

- 1. Effective the first full pay period following the adoption of this Agreement: Increase base salary by seven percent (7.00%);

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2. Effective the first full pay period that includes July 1, 2024: Increase base salary by three percent (3.00%); and
3. Effective the first full pay period that includes July 1, 2025: Increase base salary by three percent (3.00%)

These salary adjustments are to take in alignment with the CalPERS payment pickup identified in Article 3, Section 7-B.

SECTION 2. Retention Bonus

The City shall provide a one-time retention bonus in the amount of \$3,750 to each employee in the bargaining unit who is employed by the City upon approval and adoption of the MOU.

The City shall provide the bonus in the first full pay period following the date provided above.

SECTION 3. One-Time Lump Sum Payment

The City shall provide a one-time lump sum non-PERSable payment of forty (40) hours to each employee in the bargaining unit upon approval and adoption of the MOU in exchange for the removal and elimination of "Exceptional Leave" from this MOU. The lump sum payment shall be paid at the base hourly wage once the initial "Compensation Adjustment" as set forth above (Article 2, Section 1) has been applied, and ranges from approximately \$3,600 to \$4,645.

SECTION 4. Salary Schedule Calculation Methodology

An affected employee's regular rate of pay is calculated in dollars and cents rounded to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

SECTION 5. Salary Table Step Advancement

The advancement of an employee from one step to the next shall occur on the beginning of the pay period immediately after completion of one (1) year's satisfactory service in each of such classification.

SECTION 6. Step Advancement – Accelerated

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

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to the next higher salary step, so long as the employee has not yet reached the top step of their salary range and the next salary step provides no more than a five percent (5%) increase over their base salary at their current step.

In order to be eligible for accelerated salary step advancement, the Police Chief must recommend to the Director of Human Resources for approval by the City Manager.

The Police Chief shall submit the form to the Director of Human Resources, stating their recommendation.

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

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An accelerated salary step advancement shall not change the affected employee's anniversary date.

SECTION 7. Notice Requirement to Withhold Step Increase

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

SECTION 8. Compaction – Statement of Intent

The City strives to compensate affected employees to a reasonable level above the classification they supervise. Additionally, the City strives to compensate Captains at a reasonable level above Lieutenants. Typically, a difference of five percent (5%) is targeted, with the specific percentage determined by internal and external comparability data, City finances, and other labor relations factors and consideration.

SECTION 9. Payroll Direct Deposit

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

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

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

Additional Compensation

SECTION 10. Salary Differential Upon Promotion

In all cases where an affected employee is promoted to a classification covered by this MOU for which a higher rate of compensation is provided, then such employee shall receive the lowest rate of compensation which exceeds by not less than five percent (5%) the base rate of compensation, including longevity, educational incentive, special assignment, and bilingual pay received by the employee in the lower classification at the time of their promotion.

All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (inclusive of longevity, educational incentive, special assignment, and bilingual pay).

In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate's base salary, the supervisor shall be granted a higher base salary (inclusive of longevity, educational incentive, special assignment, and bilingual pay) even if the supervisor's new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, the supervisor's salary shall not exceed the salary range for which they are eligible by length of service and performance.

SECTION 11. Temporary Service in a Higher Classification/Acting Pay

Where an affected 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 affected employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent (5%) above their present rate, whichever is higher.

For the purpose of this section, "appreciable period of time" is defined as ten (10) consecutive working days, or eight (8) working days if on four/ten (4/10) plan, or longer. The acting pay shall retroactively commence to the first day of the acting assignment.

SECTION 12. Educational Incentive Pay

Effective upon approval and adoption of the MOU, affected employees holding a Master's degree shall be eligible for educational incentive compensation to be paid per pay period as follows:

1. Police Lieutenants: \$500.00
2. Police Captains: \$750.00

The parties are of the opinion that Educational Incentive Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity

SECTION 13. Marksmanship Pay

A. Affected employees will receive their regular rate of pay for meeting the following firearms standards:

<u>Class</u>	<u>Pay for Proficiency per Quarter (3 Calendar Months)</u>
Distinguished Expert	8 hours of pay
Expert	6 hours of pay
Sharpshooter	4 hours of pay
Marksman	0 hours of pay

B. The parties are of the opinion that Marksmanship Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the

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California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

C. Payment of Marksmanship Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Marksmanship Pay shall be compensated in an amount equal to one hundred percent (100%) of the value of such marksmanship pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 14. Uniforms and Safety Equipment

A. Provision of Uniforms and Safety Equipment

The City shall provide the required uniforms and safety equipment to affected employees. For the purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

B. Uniform Allowance

Patrol lieutenants shall receive \$53 per month of active duty. Non-patrol Lieutenants and Captains shall receive \$40 per month of active duty.

The parties are of the opinion that Uniform Allowance qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

C. The uniform allowance shall be non-PERSable for employees who are not "classic" members as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA").

SECTION 15. Overtime Compensation

Police Lieutenants shall be paid time and one-half of their regular rate of pay for time worked on a shift basis in excess of their regular work shift, in any one day or more than forty (40) hours per week, excluding hours worked involving hold-over for non-shift work and work due to staff meetings or training.

Police Captains are expressly excluded from the receipt of contractual overtime.

SECTION 16. Regular Rate of Pay Defined

A. The "regular rate of pay" is the hourly rate that includes all remunerations paid to or on behalf of the employee, including Educational Incentive Pay and the City-paid CalPERS Employer Paid Member Contribution, but not 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. Use of the term "regular rate of pay" is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.

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B Affected employees shall be paid their regular rate of pay for the following:

1. Overtime.
2. Holiday Pay.
3. Earned Compensatory Time Sell Back.
4. Physical Fitness Incentive Program Pay.
5. Accrued and unused vacation upon separation of employment or death.
6. Marksmanship Pay.

ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

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

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

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

The City's maximum contributions shall be as follows:

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

Should the City and POA reach agreement to increase the maximum monthly contribution during the period covered by this MOU, PMA members will receive the same increase.

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

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

SECTION 2. Dental, Vision and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, vision and life insurance for affected employees and eligible dependents.

- A. Selection of the vision insurance plan carrier shall be made by the City.
- B. The City reserves the right to determine the dental insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with affected employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.
- C. The City shall make available any city-wide improvements to the dental benefit, to the Association.
- D. The City will provide affected employees with \$50,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage. Additional insurance coverage for the affected employee (up to \$100,000 maximum coverage) and for family members may be purchased at group rates, to the extent authorized by the carrier.

SECTION 3. Dental and Vision – Retired Employees

- A. Upon retirement, an employee and their spouse, registered domestic partner, and/or eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree, should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.
- B. In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or eligible dependents, must be actively enrolled in the plan(s) under which they are seeking continued coverage.
- C. If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.
- D. Upon retirees' death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents, should such plans continue to remain available to current employees, and she be responsible for full payment of the associated insurance premiums.
- E. This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 4. Employee Assistance Program (EAP)

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

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

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

SECTION 5. 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 affected employee has died as a direct and proximate result of the performance of duties in the course and scope of their employment, then the City shall continue to make group medical premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased affected employee until age 18. Said medical premium payments on behalf of the children of a deceased affected employee shall continue if, at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.
- B. The City contributions for health insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased affected employee was receiving at the time of their death. For example, if at the time of death, the affected employee 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.
- C. City funded premiums shall be subject to the monthly limitation in Article 3, Section 1, Subsection B.

SECTION 6. Flexible Spending Account

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

Each employee of the Association is eligible to participate in this voluntary program.

The Flexible Spending Account allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.

SECTION 7. Retirement Benefits

A. PERS Retirement Formula

- 1. Tier I - The City has implemented the 3%@50 PERS retirement formula for all affected employees.
- 2. Tier II - The City shall amend its contract with the Public Employees' Retirement System to implement the 3%@55 retirement formula, in accordance with Government Code

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Section 21363.1, for unit employees hired on or after the effective date of the PERS contract amendment.

3. Tier III - 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.

B. PERS Payment Pick-Up

1. Employees who are "classic" members as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA") shall pay their twelve percent (12%) employee contribution to CalPERS effective on the following schedule:
 - a. Three percent (3%) in the first pay period following the City Council's adoption of the MOU, which occurred on November 19, 2019;
 - b. An additional three percent (3%) effective the pay period that includes October 1, 2020;
 - c. An additional three percent (3%) effective the pay period that includes October 1, 2021; and
 - d. An additional three percent (3%) effective the pay period that includes October 1, 2022.
2. The City shall continue to pay and report the value of Employer-Paid Member Contributions ("EPMC") "as compensation earnable" for "Classic" members as follows:
 - a. Nine percent (9%) in the first pay period following the City Council's adoption of the MOU, which occurred on November 19, 2019;
 - b. Six percent (6%) in the pay period that includes October 1, 2020;
 - c. Three percent (3%) in the pay period that includes October 1, 2021; and
 - a. Zero percent (0%) in the pay period that includes October 1, 2022.

C. Optional PERS Contract Provisions

1. The City shall provide "Level 4" 1959 Survivors Benefits.
2. The City shall provide the Single Highest Year formula for "Classic" members.
3. The City shall provide the Military Service credit as public service option.
4. The City shall provide the Pre-Retirement Option 2W Death Benefit.

D. 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 to participate in the City's group insurance programs and the right to receive a contribution toward medical insurance as set forth in Section E.

E. Retiree Health Insurance Contribution Program

Effective January 1, 2020, the City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital Care Program ("PEMHCA").

The program will provide for the following maximum contribution: Average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to active employees under PEMHCA and no greater than the maximum City contribution made on behalf of active employees.

SECTION 8. Deferred Compensation

A. Deferred Compensation Plan (457)

A deferred compensation plan has been established as a benefit to affected employees. Each affected employee is eligible to participate in the plan.

B. Deferred Compensation "Catch Up" Provision

Affected employees with twenty (20) or more years of City service who have reached the age of forty-seven (47) or older can cash out one-third (1/3) of all accrued leave at their base rate of pay, up to the deferred compensation maximum "catch up" permitted by law, during the affected employee's last three years of employment. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than 120 hours.

SECTION 9. Tuition and Book Reimbursement Program

A. Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all affected employees.

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

1. The City shall reimburse each affected employee pursuing undergraduate studies 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.

2. 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.

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

1. 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.
2. 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.
3. 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.

D. Certification Requirement for Educational Compensation

Affected 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.”

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

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

SECTION 10. Physical Fitness Incentive Program

A. Purpose

It is the purpose of the El Segundo Police Department Physical Fitness Incentive 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.

B. Department Policy

It will be the policy of the Police Department to work with employees 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.

C. Program Components

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

1. Fitness Examination:

An annual fitness examination is a mandatory component of the Physical Fitness Incentive Program. The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, the lower digestive tract, and 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.

2. Fitness Assessment:

- a. The fitness assessment is a voluntary component of the Physical Fitness Incentive Program and will be administered by a department fitness coordinator and fitness committee.
- b. The fitness assessment will be a test to measure components of physical fitness which are:
 1. Cardio-vascular
 2. Strength
 3. Body composition
 4. Flexibility
- c. The assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and include sliding scales based on age and sex.
- d. Will be developed which will categorize participants into levels of fitness.

D. Physical Fitness Incentive Program Pay

Affected employees will receive their regular rate of pay for meeting the following physical fitness standards:

Fitness Level	Pay per Quarter (3 Calendar Months)
Excellent	16 hours of pay
Good	8 hours of pay
Fair	4 hours of pay

The parties are of the opinion that Physical Fitness Incentive Program Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

E. Payment of Physical Fitness Incentive Program Pay – Death of Employee

In the event of an affected employee's death, earned, but not yet distributed Physical Fitness Incentive Program Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such physical fitness incentive program pay based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 11. Comprehensive Medical Examination

A. Annual Comprehensive Medical Examination

Affected employees are provided with a fully-paid, comprehensive medical examination each year. The City currently utilizes the Westchester Medical Group/Center for Heart and Health for the examinations. The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

B. Heart Scan

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

ARTICLE 4 - LEAVES AND ABSENCES

SECTION 1. Vacation Leave

A. Vacation Time Use

Affected employees shall accrue vacation time on a monthly basis. Vacation leaves may be taken only after an affected employee has completed six (6) months of continuous service with the City.

B. 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:

Years of Service	Annual Accrual Rate	Maximum Permissible Accrual
0 – 5 years	96 hours	192 hours
6 – 10 years	120 hours	240 hours
11 – 15 years	144 hours	288 hours
16 years	176 hours	352 hours
17+ years	Additional 8 hours per year above what an employee with 16 years of service receives.	Variable

C. Accrual Schedule – For Employees Hired Before July 1, 1994

Vacation for employees before July 1, 1994, shall be accrued pursuant to the following schedule:

Years of Service	Annual Accrual Rate	Maximum Permissible Accrual
0-7	96 hours	192 hours
8-14	136 hours	272 hours
15-16	176 hours	352 hours
17+	Additional 8 hours per year above what an employee with 16 years of service receives.	Variable

D. Vacation Accrual Based on Total Service Time in a PERS or Comparable Agency

Affected employees who have successfully completed their initial probationary period and/or achieved E step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a PERS or comparable agency.

E. Vacation Time Accrual – Sell Back

1. Qualification for Vacation Cash Out:

An employee who has completed one (1) year of service qualifies for vacation cash out.

2. Cash-Out Process in 2023:

In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described above. While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

3. Election Process:

A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described above.

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

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

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

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

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

F. Vacation Time Accrual – For Temporary Industrial Disability

Employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

G. Payment of Vacation Time – Death of Employee

In the event of an affected employee's separation from employment or death, earned, but not yet used Vacation Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such vacation time based upon the affected employee's regular rate of pay at the time of death or separation from employment. In case of employee's death, such amount shall be distributed to the affected employee's beneficiary.

SECTION 2. Sick Leave

A. Sick Leave – Leave with Pay Due to Illness – Accumulation of Same

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the State of California. Affected employees shall accumulate sick leave at the rate of one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Hours worked in addition to a regular work week shall not entitle an employee to additional sick leave accumulation. Sick leave taken by an employee shall be deducted from their accumulated credit.

B. Sick Leave Accumulated for Physical Examination

The City will allow up to two (2) days of accumulated sick leave each year to be used for purposes of physical examinations, subject to submission of a doctor's verification.

C. Sick Leave – Payment of Seventy-Five Percent (75%) of Accrual

Effective the first day of December of each year, affected employees who maintain a balance of 1056 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. Payment shall be paid at the affected employee's base rate of pay and be paid on or before December 10.

D. Sick Leave Accrued – Payment on Separation Prior to December 1

Affected employees who separate employment prior to the first day of December while maintaining a balance of more than 1056 hours of sick leave shall be paid for seventy-five percent (75%) of their unused accrued sick leave accumulated since the preceding December 1. Payment shall be paid at the affected employee's base rate of pay.

E. Payment of Sick Leave Accrual – Disability Retirement

Upon separation from service because of a disability retirement, affected employees with five (5) years of City service will be compensated for one-hundred percent (100 %) of the affected employee's accumulated unused sick leave at the affected employee's base rate of pay at separation.

F. Payment of Sick Leave Accrual – After 20 Years of City Service

Upon separation from service, affected employees with twenty (20) years of City service will be compensated for one-hundred percent (100 %) of the employee's accumulated, unused sick leave at the affected employee's regular rate of pay at separation.

G. Payment of Sick Leave Accrual – On Separation from the City

An affected employees who has been employed by the City for five (5) or more years who separates from the City with unused sick leave to their credit, will be compensated in an amount equal to one-half (1/2) the value of such sick leave based upon the affected employee's base rate of pay at the time of separation.

H. Payment of Sick Leave Accrual – Death of Employee

In the event an affected employee who has been employed by the City for five (5) years or more in a full-time position, dies with unused sick leave to their credit, an amount equal to one-hundred percent (100%) of the value of such sick leave based upon the affected employee's base rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

I. Sick Leave Accumulated for Care of Immediate Family

The City shall allow up to twelve (12) days of accumulated sick leave each calendar year to be use for purposes of medical emergencies, doctor visits and homecare of members of the immediate family. Usage would also be permitted under the following instances:

1. The birth of a child of an employee, and to care for a newborn.
2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee.
3. To care for a member of the immediate family who has a serious health condition.

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

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

All applicable sections of City Personnel Rules relative to the documentation and verification of sick leave usage remain in full force and effect.

SECTION 3. Holiday Leave

Captains and Lieutenants shall be paid for one hundred-twenty (120) hours in lieu of holidays. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls. Employees shall be paid holiday pay at the employee's regular 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 no later than December 10.

In the event of the death of an affected employee or upon separation from service, affected employees shall be paid holiday pay on a pro-rata basis. Additionally, affected employees serving less than one (1) year shall be paid holiday pay on a pro-rata basis.

Upon request of an employee and with department head approval, time off may be taken in lieu of holiday pay.

SECTION 4. Personal Leave Day

- A. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees one (1) day of Personal Leave. The City shall provide employees one day of Personal Leave each year, as described below, unless and until such time as the City

recognizes Juneteenth as a Holiday. In the event that the City recognizes Juneteenth as a Holiday, the City will rescind the provision of the Personal Leave day for the following calendar year.

- B. The City will credit employees with Personal Leave every January. Newly hired bargaining unit members hired after the first of the year will also receive Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

SECTION 5. Administrative Leave

Police Captains shall receive eight (80) hours Administrative Leave per calendar year. Police Lieutenants shall receive fifty-six (56) hours Administrative Leave per calendar year.

For calendar year 2023, twenty-eight (28) hours will be permitted to be carried over. The carry over provision shall expire December 31, 2024, such that there will be no carry over from calendar year 2024 to calendar year 2025. This leave has no cash value.

Such hours are not eligible for pay out upon retirement or separation of employment.

SECTION 6. Compensatory Time

- A. Maximum Accrual

A bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours.

- B. Payment of Compensatory Time – Death of Employee

In the event of an affected employee's death, earned, but not yet used Compensatory Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such compensatory time based upon the affected employee's regular rate of pay at the time of death and shall be distributed to the affected employee's beneficiary.

SECTION 7. Bereavement Leave With Pay

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

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

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

SECTION 8. Personal Emergency Leave – Use of Eligible Leaves

For affected employee's personal emergencies, that is, a serious illness of an "family member" as defined in Article 4, Section 2, Subsection 1, and for cases of extreme and unusual hardship or an emergency nature, affected employees, upon request, shall be entitled to utilize accumulated vacation leave, compensatory time-off, or personal leave day/floating holiday, for which prior notification is required; however, in certain instances, notification requirements may be waived.

SECTION 9. Catastrophic Leave Program

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.

Affected 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 not less than one (1) day. These will be hour for hour donations.

Affected 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.

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 10. Jury Duty

A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.

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- B. Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.
- C. Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.
- D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to receive their regular compensation.
- E. Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.
- F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.

Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.

ARTICLE 5 – EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. Management Rights

- A. Except as limited by the specific and express terms of this MOU, 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 MOU 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 2. Layoff Procedures

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

B. 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.

C. 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.

D. 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 ($\frac{1}{2}$) time from the date of hire with the City.

E. Breaking Ties

In cases where two (2) 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.

F. 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.

G. Displacement Rights

1. 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.
2. 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.

H. 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.

I. 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 (3) 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 without good cause 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.

J. 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.

K. Rights on Reemployment

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.

L. Appeal

An employee who 1) has not been provided a letter of layoff, per Section 2-J, 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.

SECTION 3. POBR Limited Appeals

A. Provisions

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, a reduction in salary caused by a reassignment resulting in a loss of incentive, 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. 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.
 - c. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.
5. Conduct of Hearing (5 Days or Less Suspensions, Transfers for Purposes of Punishment, Reduction in Salary Caused by a Reassignment.)
 - a. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
 - b. The parties may present opening statements.
 - c. The parties may present evidence through documents and direct testimony.
 - d. The parties shall not be entitled to confront and cross-examine witnesses.
 - e. Following the presentation of evidence, if any, the parties may present closing arguments.
 - f. The hearing shall be audio recorded.
 - g. The officer may be represented by a representative of their 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.
 - h. 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.

- i. The hearing officer fees shall be equally borne by the City and the Association.
- j. 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 4. Grievance Procedure

A. Definition of Terms

1. Grievance – A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written department or agency rule or regulation or a specific provision of a MOU. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written department or agency rule and/or policy or a specific provision of a MOU.
2. Grievant – A grievant is an employee or group of employees allegedly adversely affected by an act of omission of the agency.
3. Day – A day is a business day (Monday – Friday).
4. Immediate Supervisor – The first level supervisor of the grievant.

B. Time Limits

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

C. Procedure for Filing a Grievance

1. In filing a formal written grievance, the employee shall set forth the following information.
 - a. 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.

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- d. What documents, witnesses or other evidence supports the grievant's position.
- e. The remedy requested.

D. Grievance Procedure

Grievances will be processed following the procedures set forth below.

1. Level I – Within ten (10) days of the date the employee reasonable knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days from the time the employee meets with the supervisor to discuss the employees' grievance.
2. Level II – In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) days to file a formal written grievance with the employee's immediate supervisor after the fifteen (15) day time period provided in Level I. The immediate supervisor shall, within five (5) days, provide a written response to the grievant.
3. Level III – If the formal written grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within five (5) days of the written response from the immediate supervisor. The department head shall respond in writing within ten (10) days.
4. 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 of the Department Head's written response. The City Manager or his/her 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.

E. Matters Excluded From the Grievance Procedure

1. The grievance procedure cannot be used for the purpose of resolving complaints, requests or changes in wages, work hours or working conditions.
2. The grievance procedure cannot be used to challenge employee evaluations or performance reviews.
3. The grievance procedure cannot be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
4. The grievance procedure cannot be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586.

F. Conferences

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

SECTION 5. No-Strike Clause

- A. The El Segundo Police Managers' Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike or engage in any work stoppage or 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 affected 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 MOU or in City policy from any affected employee and/or the Association.

SECTION 6. Binding Arbitration

A. Civil Claims:

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

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

Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

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

B. Appeal of Discipline

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

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are

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unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 28 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level IV.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 33.C, shall be for a court of law and not an arbitrator to decide.
4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

PMA MOU
October 1, 2023 through June 30, 2026

- D. This Article 33 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Completion of Meeting and Negotiating

- A. This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this MOU, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this MOU.
- B. The wages, hours, benefits and other terms and conditions of employment covered by this MOU, including those wages, hours, benefits and other terms and conditions of employment in existence and spelled out by the City's Personnel Rules, Administrative Code and other Ordinances and Resolutions approved by the City Council prior to this MOU, although not specifically referred to by this MOU, shall constitute the wages, hours, benefits and other terms and conditions of employment for the term of this MOU.
- C. Disagreements involving the interpretation and application of this section will be resolved by accessing the Association's Grievance Policy at Level IV (City Manager).

SECTION 2. Re-Openers

The parties agree that during the term of this MOU, they shall re-open the agreement to discuss the following items:

1. Modifications to the Administrative Code; and
2. Employee Evaluation Program

SECTION 3. Savings Clause

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

SECTION 4. Association Dues Deduction

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

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

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

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary

PMA MOU
October 1, 2023 through June 30, 2026

or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

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

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

SECTION 5. Non-Discrimination

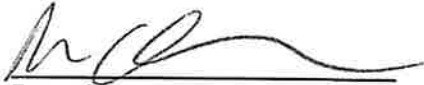
Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association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

PMA MOU
October 1, 2023 through June 30, 2026

For the Association:



Aaron Corkins, President



Ryan Danowitz, Vice President

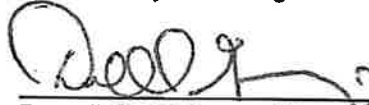


Hugo Perez, Member

11/06/2023

Date

For the City of El Segundo:



Darrell George, City Manager



Rebecca Redyk, Director of Human Resources



Dana Hang, Human Resources Manager

11/0/2023

Date

POLICE MANAGEMENT ASSOCIATION (PMA) PAY SCHEDULE
Effective the first full pay period after City Council approval
and adoption- November 7, 2023 - 7%

Appendix A

PMA									
Police Management Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
11/7/2023	11/7/2023		Police Lieutenant	ESPMA	56P	Hourly	81.75	14170.16	170041.92
							85.84	14878.67	178544.05
							90.13	15622.60	187471.19
							94.64	16403.73	196844.78
							99.37	17223.92	206687.02
11/7/2023	11/7/2023		Police Captain	ESPMA	61P	Hourly	95.54	16561.13	198733.54
							100.32	17389.19	208670.29
							105.34	18258.65	219103.81
							110.61	19171.58	230058.90
							116.14	20130.16	241561.87

POLICE MANAGEMENT ASSOCIATION (PMA) PAY SCHEDULE
 Effective the pay period including July 1, 2024 - 3%

PMA									
Police Management Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2024	7/1/2024		Police Lieutenant	ESPMA	56P	Hourly	84.20	14595.26	175143.18
							88.41	15325.03	183900.37
							92.83	16091.28	193095.33
							97.48	16895.84	202750.12
							102.35	17740.64	212887.63
7/1/2024	7/1/2024		Police Captain	ESPMA	61P	Hourly	98.41	17057.96	204695.55
							103.33	17910.87	214930.40
							108.50	18806.41	225676.93
							113.92	19746.72	236960.67
							119.62	20734.06	248808.73

POLICE MANAGEMENT ASSOCIATION (PMA) PAY SCHEDULE
Effective the pay period including July 1, 2025 - 3%

PMA									
Police Management Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025		Police Lieutenant	ESPMA	56P	Hourly	86.73	15033.12	180397.47
							91.07	15784.78	189417.38
							95.62	16574.02	198888.19
							100.40	17402.72	208832.62
							105.42	18272.86	219274.26
7/1/2025	7/1/2025		Police Captain	ESPMA	61P	Hourly	101.36	17569.70	210836.41
							106.43	18448.19	221378.31
							111.75	19370.60	232447.24
							117.34	20339.12	244069.49
							123.21	21356.08	256272.99

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
007 EL SEGUNDO POLICE MANAGERS' ASSOCIATION

- WHEREAS, (1) **City of El Segundo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **El Segundo Police Managers' Association**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **\$1,750.00** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **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; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **City of El Segundo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of El Segundo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of El Segundo** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **January 1, 2024**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 7th day of November, 2023.

Signed:

Drew Boyles, Mayor

Attest:

Tracy Weaver, City Clerk

Approved to Form:

Mark D. Hensley, City Attorney