



REVISED AGENDA

EL SEGUNDO CITY COUNCIL

COUNCIL CHAMBERS - 350 Main Street

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

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, 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.

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL TUESDAY, APRIL 7, 2009 - 7:00 P.M.

ITEMS 11 AND 12 ADDED UNDER CONSENT AGENDA

Next Resolution # 4595
Next Ordinance # 1429

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Bishop Craig Layne, Church of Jesus Christ of Latter Day Saints

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

PRESENTATIONS

- a. Proclamation declaring April 22, 2009 as Denim Day in recognition of April 2009 being Sexual Assault Awareness Month.
- b. Proclamation declaring the week of April 12th through 19th as National Library Week.
- c. Presentation on water conservation in the West Basin District "Water Reliability 2020" from the West Basin Municipal Water District Ron Wildermuth, Manager of Public and Government Affairs.
- d. Presentation of the Flex your Power Award for Excellence in Water Efficiency to the City of El Segundo by Steven Bradford with SCE.

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. **Consideration and possible action regarding recommendations from the Environmental Committee on options for sustainable and green building standards in the City of El Segundo. (Fiscal Impact: None)**
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Recommendation – (1) Receive and file Report; (2) Approve recommendations for implementation of Options C, D and E; (3) Alternatively, discuss and take other action related to this item.

E. CONSENT AGENDA

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

- 2. Warrant Numbers 2570727 to 2571063 on Register No. 12 in the total amount of \$1,053,112.77 and Wire Transfers from 3/07/09 to 3/26/09 in the total amount of \$2,106,787.44.**

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

- 3. Regular City Council Meeting Minutes of March 17, 2009 and the Special Meeting Minutes of March 19, 2009.**

Recommendation – Approval.

- 4. Consideration and possible action to adopt a resolution supporting SB 696 (Wright), a bill stating the Legislature's intent to enact legislation to ensure availability of sufficient credits for the South Coast Air Quality Management District (SCAQMD) to issue permits for essential public services and new clean efficient power plants. (Fiscal Impact: None)**

Recommendation – (1) Adopt the attached resolution supporting SB 696; (2) Authorize legislative advocacy efforts to promote passage of the bill; (3) Alternatively, discuss and take other action related to this item.

- 5. Consideration and possible action regarding the adoption of Ordinance No. 1428 to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System (CalPERS) and the El Segundo City Council providing Section 21548 (Pre-Retirement Option 2W Death Benefit) for the City's Local Safety Members. (Fiscal Impact: Increase in the Total Safety Employer Rate of 0.243%.)**

Recommendation – (1) Second Reading by Title Only and Adoption of Ordinance No. 1428; (2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding approval of revised Class Specifications for the classifications of Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker and approval of the examination plan for Accounting Technician. (Fiscal Impact: None)

Recommendation – (1) Approve the proposed Class Specifications for Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker; (2) Approve the proposed Examination Plan for Accounting Technician. (3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding approval to piggyback on the National Joint Powers Alliance (NJPA) contract # 011707 to purchase modular ergonomic furniture and storage from Tangram Interiors for the Planning and Building Safety Department. – Approved Capital Improvement Program. (Fiscal Impact: \$42,350)

Recommendation – (1) Recommend that City Council waive the formal bidding process per the Municipal Code, and approve the City's use of National Joint Powers Alliance (NJPA), competitively solicited Contract # 011707, for furniture with Steelcase (manufacturer) and issuance of purchase orders to the authorized distributor/installers Tangram Interiors, in the amount of \$38,500 plus a 10% contingency for unanticipated expenses; (2) Alternatively discuss and take other action related to this item.

8. Consideration and possible action regarding approval of a comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers' Association. (Fiscal Impact: \$161,810 salary and benefit increases; plus \$68,881 to resolve salary compaction in the Police Department, for a grand total of \$230,691.)

Recommendations – (1) Approve the Comprehensive Memorandum of Understanding; (2) Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney; (3) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action regarding awarding a contract to G&G Specialty Contractors, Inc. for construction related to Group 32 (24 homes) and Group 33 (28 homes) of the City's Residential Sound Insulation Program (Project Nos. RSI 09-04 and RSI 09-05). (Estimated construction costs and retention: \$948,172 and \$661,072)

Recommendation – (1) Determine that the bid from California Averland Construction, Inc. is non-responsive; (2) Award contracts to G&G Specialty Contractors, Inc. for Groups 32 and 33; (3) Authorize the City Manager to execute contracts in a form approved by the City Attorney; (4) Alternatively discuss and take other action related to this item.

10. Consideration and possible action regarding the execution of an agreement with the State of California Franchise Tax Board for the sharing of business tax information. (Fiscal Impact: \$0.00)

Recommendation – (1) Authorize the City Manager to execute and approve the State of California agreement C08700215; (2) Alternatively discuss and take other action related to this item.

11. Consideration and possible action regarding approval of a Comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters' Association. (Fiscal Impact: \$563,392)

Recommendation – (1) Approve the Comprehensive Memorandum of Understanding; (2) Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

12. Consideration and possible action regarding approval of a Comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: \$808,997)

Recommendation – (1) Approve the Comprehensive Memorandum of Understanding; (2) Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

Mayor McDowell –

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MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 4/3/09

TIME: 3:30 pm

NAME: Mishia Jennings

AGENDA DESCRIPTION:

Consideration and possible action regarding approval of a Comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters' Association. (Fiscal Impact: \$563,392)

RECOMMENDED COUNCIL ACTION:

1. Approve the Comprehensive Memorandum of Understanding.
2. Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Comprehensive Memorandum of Understanding

FISCAL IMPACT: (\$563,392)

Amount Budgeted:

Additional Appropriation:

Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources

REVIEWED BY: Bill Crowe, Assistant City Manager

APPROVED BY: Jack Wayt, City Manager



BACKGROUND AND DISCUSSION:

In July 2008, the City's Chief Negotiator, staff and representatives of the El Segundo Firefighters' Association began meeting and conferring, pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached during the second week of December, 2008. On December 16, 2008, Council approved an Agreement between the City and the Association and adopted a Resolution approving the Memorandum of Understanding.

Council's action approved the changes in the terms and conditions of employment detailed in the Agreement, with the understanding that those changes shall then be incorporated into a Comprehensive Memorandum of Understanding which in itself would then be presented to the Council for approval.

The Agreement contains the following major provisions:

1. Three-year term, commencing on July 1, 2008, and ending on September 30, 2011.

2. A 3.75% salary increase for Firefighters, Fire Engineers and Fire Captains, effective October 14, 2008.
3. A 3.75% salary increase for Firefighters, Fire Engineers and Fire Captains, effective July 1, 2009.
4. A 3.75% salary increase for Firefighters, Fire Engineers and Fire Captains, effective July 1, 2010.
5. Conversion of Special Compensation Incentives from percentage amounts to flat dollar amounts.
6. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be \$1,800 per month.
7. Amendment to the City's contract with PERS to provide Section 21548, "Pre-Retirement Option 2W Death Benefit."

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO


AND

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

JULY 1, 2008 THROUGH SEPTEMBER 30, 2011

MOU Between the City of El Segundo and IAFF Local 3682

7/1/08 TO 9/30/11

Amended 4/1/09: City _____ Union 

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ARTICLE 1 - GENERAL PROVISIONS

Section 1.01 PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.
2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.
3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

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

Section 1.03 MANAGEMENT RIGHTS

1. Except as limited by specific and express terms of this agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.
2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission

and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

Section 1.04 SAVINGS CLAUSE

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

Section 1.05 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.
2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.06 MAINTENANCE OF EXISTING BENEFITS

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

Section 1.07 NON-DISCRIMINATION CLAUSE

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.
2. The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employee opportunities for all employees. The City and the Union shall reopen any provision of this agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement dealing with State or Federal anti-discrimination laws.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.
2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 - SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
2. Effective October 14, 2008, the base salary of each affected employee shall be increased by 3.75%.
3. Effective the first payroll period commencing on or after July 1, 2009, the base salary of each affected employee shall be increased by 3.75%.
4. Effective the first payroll period commencing on or after July 1, 2010, the base salary of each affected employee shall be increased by 3.75%.
5. Attached to this Memorandum of Understanding as Exhibit 1, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01. Exhibit 1 consists of a document entitled "Schedule 1."

Section 2.02 **SCHEDULE OF CLASSES BY SERIES**

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

Firefighter	483	Steps A - F
Engineer	497	Steps A - E
Captain	510	Steps A - E

Section 2.03 **SALARY SCHEDULE CALCULATION METHODOLOGY**

1. The methodology used in computing adjustments in monthly salary shall be as follows:
2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. First subtract from each step the flat dollar base enhancements incorporated in accordance with sections 6.04 and 6.05, and then multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, then the flat dollar enhancement in sections 6.04 and 6.05 (removed above) will be added to each step and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) employer paid member contribution picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 **REGULAR RATE OF PAY**

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

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Section 2.05 **BASE SALARY SCHEDULE-STEP ADVANCEMENT**

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.
2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06 **FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD**

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

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

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

Section 2.08 **SALARY PLACEMENT ON PROMOTION**

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.

2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.
3. Any affected employee assigned to and performing the duties of a paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

Section 2.09 GARNISHMENTS

1. Effective July 1, 1989, employees whose City paychecks are garnished shall have caused to be deducted from their paycheck a one time per occurrence set-up fee of \$35 and \$10 for every paycheck in which their wages are garnished.

Section 2.10 FLEXIBLE SPENDING ACCOUNT

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

ARTICLE 3 - INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective October 14, 2008, Paramedics shall be entitled to receive special assignment pay as follows:
 - a. While assigned to the trainee level, no paramedic special assignment pay shall be provided;
 - b. During the first year of paramedic service after accreditation, special assignment pay equal to fifteen percent (15%) above base salary pursuant to Schedule 1, PM level 2.
 - c. During the second year and following years of paramedic service, paramedic special assignment pay equal to twenty percent (20%) above base salary pursuant to Schedule 1, PM level 3.
 - d. Paramedics working under any of the staffing policies to replace a firefighter position shall be compensated at pay equal to PM level 1 pursuant to Schedule 1.

*Trainee level is completed upon accreditation as a paramedic by the County of Los Angeles.

Section 3.02

PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department not assigned to special assignment paramedic duties that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Schedule 1 PM Level 1.
2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty.

When no special assignment paramedic can be reasonably called in from off duty, then the following procedure will be used.

- a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.
 - b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)
 - c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)
 - d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)
 - e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.
3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents

available for inspection by the City, they shall be compensated as per the provisions in this MOU.

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

Section 3.03 FIRE STAFF PREMIUM PAY

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

Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

1. Unit members will receive incentive pay for possession of hazardous materials certification (operational level - first responder).
2. Effective October 14, 2008, pay for operational level of hazardous material certification (FRO) shall be at the monthly amount set forth in Schedule 1, HAZ MAT.

Section 3.05 LIGHT-DUTY PAY

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

Section 3.06 FIRE INVESTIGATOR PREMIUM PAY

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

Section 3.07 TILLER PREMIUM PAY

1. If the City makes operational a TRACTOR/TRAILER TILLER TRUCK, Personnel agree to participate in special training to operate said equipment. This training will be provided by the City during their regular duty shifts. Personnel certified by the City to operate said equipment shall receive a monthly stipend of \$50.00.

Section 3.08 CLASS "A" DRIVER'S LICENSE PREMIUM PAY

1. All employees, whether in the rank of Engineer or not, who possess a Class "A" Driver's License will be paid a \$50/month stipend in addition to the stipend for EMT/Class "B" (inclusive

of PERS retirement). This stipend will commence with the purchase of the equipment and submission by the employee of proof of the license.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class "A" Driver's License. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped and otherwise qualified employees shall remain eligible for the stipend until such time as the City again provides the said training and means.

Section 3.09 REQUESTING INCENTIVE COMPENSATION

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

<u>Incentive Compensation</u>	<u>Required Proof</u>
Paramedic special assignment pay:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Paramedic license incentive:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Hazardous Materials FRO incentive:	California State certification as a Hazardous Materials First Responder Operational Level - with Weapons of Mass Destruction component.
Educational Programs-Class A & B CDL:	Valid and current California Class B license and medical certification.
Educational Program - EMT-D:	A current EMT-D certification
Educational Program - Units:	Official or unofficial transcript listing required units.
Educational Program - Certificate:	Certificate, or official or unofficial transcript listing certificate earned.
Educational Program - Degrees	Diploma, or official or unofficial transcript listing degree earned.

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

ARTICLE 4 - EDUCATIONAL PROGRAMS

Section 4.01 INCENTIVE PAY

EFFECTIVE October 14, 2008

1. Effective October 14, 2008, employees with two or more years of service with the El Segundo Fire Department and possessing a valid Commercial Class "B" Restricted Driver's License, firefighters restricted noncommercial Class "B" Driver's License, or equivalent, possessing a valid EMT-D certification or Los Angeles County Paramedic Accreditation shall be compensated in the monthly amount of \$50.00.
2. Effective October 14, 2008, additional educational incentive compensation shall be as follows and as set forth in the applicable range in Schedule 1, attached and incorporated into this MOU as Exhibit 1.
 - a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two years of service with the El Segundo Fire Department - pursuant to Schedule 1, Fire Units;
 - b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department - pursuant to Schedule 1, AA Degree;
 - c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department - pursuant to Schedule 1, BA Degree;
 - d. Master's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 15 years of services with the El Segundo Fire Department - pursuant to Schedule 1, MA Degree.
 - e. The above amounts shall not be cumulative.

Section 4.02 ELIGIBILITY

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

Section 4.03 CONTINUOUS TRAINING

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

ARTICLE 5 - LONGEVITY ACHIEVEMENT PAY

Section 5.01 TENURE AND COMPENSATION SCHEDULE

1. Effective October 14 2008, employees shall be compensated for continuous City fire service longevity requirements as follows:
 - a. Upon completion of six and one-half years of service, monthly payments pursuant to Schedule 1, "Long 6.5 Level 1";
 - b. Upon completion of thirteen years of service, monthly payments pursuant to Schedule 1 "Long 13 Level 2";
 - c. Upon completion of nineteen and one-half years of service, monthly payments pursuant to Schedule 1 "Long 19.5 Level 3";
 - d. Upon completion of twenty-six years of service, monthly payments pursuant to Schedule 1 "Long 26 Level 4".

Section 5.02 ELIGIBILITY

1. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

ARTICLE 6 - INSURANCE ACTIVE EMPLOYEES

Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE

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

Section 6.02 OPTICAL INSURANCE PROVIDER

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

Section 6.03 HEALTH INSURANCE FORMULA

1. The monthly City-paid health insurance premium contributions for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents under the HMOs available to the employees under the Public Employees' Medical and Hospital Care Program in the "Los Angeles Area", as that term is defined by CalPERS.
2. The Firefighters' Association has filed a January 2, 2009 grievance regarding the manner in which the City has implemented Section 6.03 during the prior 2003-08 MOU. Adoption of this 2008-11 MOU shall not constitute a waiver by any party of any position/defenses it may elect to assert in the pending grievance/related litigation, nor is adoption of this MOU evidence of support for the position that may be asserted by any party to the grievance/related litigation.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. Effective July 1, 2008 the City will add to each step of the employee's base salary a flat dollar amount equal to 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents. This flat dollar amount shall be adjusted yearly equal to 100% of the new premiums and added to base salaries prior to the first payroll period in December. Any insurance premiums the employee becomes obligated to pay will be deducted from the employee's paycheck and if eligible through the City's established flex plan under section 125 of the Internal Revenue Code.

Section 6.05 LONG-TERM DISABILITY INSURANCE

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

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

Section 6.06 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

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

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred and twenty (120) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

Section 6.07 LONG TERM CARE GROUP INSURANCE

1. Effective July 1, 2003 the City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

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

Section 6.09 MAXIMUM CITY FUNDING OF ACTIVE EMPLOYEE/RETIREE INSURANCE PREMIUMS

The cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed \$1,800.00 per month.

Section 6.10 REOPEN ON HEALTH CARE PROVIDER

1. During the term of this agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families (i.e., provides comparable benefits to current plan including portability). There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.

ARTICLE 7 - INSURANCE RETIRED EMPLOYEES

Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

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

Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to \$120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans.

Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

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

Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE

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

ARTICLE 8 - SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

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

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a sworn statement evidencing the facts justifying the use of sick leave in this regard in compliance with the California Family Rights Act, Labor Code Section 233.

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
 - a. 50% after ten (10) years of service.
 - b. 90% after twenty (20) years of service.
2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of

employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

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

Section 8.05 SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay".

Section 8.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10.

ARTICLE 9 - VACATION LEAVE

Section 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK

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

Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT

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

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. When the Fire Chief authorizes the use of unsecured vacation, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.
2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

Section 9.04 VACATION BUY BACK

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

Section 9.05 VACATION ACCRUAL ON IOD

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

Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY

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

Section 9.07 PAYOUT ON TERMINATION

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

Section 9.08 EMERGENCY USE

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

ARTICLE 10 - OVERTIME

Section 10.01 GENERAL

1. Effective July 1, 2006

- a. All of the members of the Fire Department shall be subject to call for service at any time.
- b. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked or regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq.
- c. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked or regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

Section 10.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006

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

Section 10.03 RECALL/FORCED HIRE COMPENSATION

1. Effective July 1, 2006

- a. Employees subject to recall shall be paid a minimum of four (4) hours at time and one-half. Employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half. The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

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

Section 11.02 DEFERRED COMPENSATION MATCHING FUNDS

1. Effective July 1, 2007 the City shall match contributions made by the employee to the City's Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. The City shall deposit the matching funds on behalf of the employee into the City's Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code on or before December 10th of each year. The matching contribution shall be based on the contributions made by the employee to the 457 plan for the calendar year.

ARTICLE 12 - RETIREMENT - PERS

Section 12.01 THREE PERCENT AT FIFTY-FIVE

1. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21362 of the California Government Code. In addition, each such employee shall be entitled to the Level 3 Survivors' Benefits and entitled to elect to receive credit for prior military service in accordance with Section 21024 of the California Government Code.

Section 12.02 SURVIVORS BENEFIT

1. The City of El Segundo has modified its PERS contract to provide level four survivors benefit for unit members.
2. As soon as practicable, the City shall modify its PERS contract to provide for the Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.

Section 12.03 RETIREMENT FORMULA

1. Employees shall have their retirement calculated on single highest year in accordance with Section 20042 of the California Government Code.

Section 12.04 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. The City shall pick-up this nine percent (9%) contribution. The contribution, so picked-up, shall be treated as an employer contribution for purposes of employee federal and state income tax withholding.
2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.
2. Additionally, each member of a represented classification shall be provided with an annual uniform maintenance allowance of \$325, distributed quarterly on a prorated basis.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

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

Section 13.03 DEPARTMENT UNIFORM OFFICER

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

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01 GENERAL

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

Section 14.02 USE OF OTHER LEAVES

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

Section 14.03 DOCUMENTATION

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

ARTICLE 15 - COMPUTER LOAN PROGRAM

Section 15.01 GENERAL

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of \$4000 cumulative interest free loan to purchase personal computer hardware and software. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three-year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.
2. City shall retain title, as security, to any equipment purchased with funds from the above-described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.
3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

Section 15.02 INITIAL LOAN

1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of \$4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.

Section 15.03 ELIGIBLE PURCHASES

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

ARTICLE 16 - SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS

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

Section 16.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.
2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.
3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.
5. Issue department safety bulletins at the direction and approval of the Fire Chief.
6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section 16.03 MEETINGS

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

ARTICLE 17 - TRAINING REIMBURSEMENT

Section 17.01 PARAMEDIC TRAINING REIMBURSEMENT

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

Section 17.02 DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:
 - a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.
 - b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.
 - c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.
 - d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

- e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.
2. To determine reimbursement costs, the City's cost will be limited to the following:
 - a. Fees for the course(s).
 - b. Travel, per diem and lodging expense.

ARTICLE 18 - EDUCATIONAL REIMBURSEMENT

Section 18.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee \$375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is \$1,500.
2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)
 - a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.
 - b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.
 - c. Tuition and book reimbursement is not to exceed \$2,000 for each affected employee per calendar year.

- d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.
- e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.
- f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.
- g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 18.03 CITY REIMBURSEMENT AGREEMENT

- 1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:
 - a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

Section 18.04 CITY REIMBURSEMENT SCHEDULE

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

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

ARTICLE 19 -TEMPORARY APPOINTMENTS

Section 19.01 GENERAL

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

consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 19.02 METHOD FOR FILLING VACANCIES

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

Section 19.03 GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.
 - a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
 - b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 19.04 PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
 - a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.
 - b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.
 - c. The provisional appointment will not cause an over burden of staffing replacement hours.
 - d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.
 - e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05 DETERMINATION OF APPOINTMENT

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

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

Section 19.06 INTENT OF POLICY

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

ARTICLE 20 - MAINTENANCE AND REPAIRS

Section 20.01 LIMITED MAINTENANCE AND REPAIR

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

1. CARPENTRY

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

2. PAINTING

- a. Members will perform touch-up painting (small jobs handled with 1" brush and quart can). Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

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

Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

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

ARTICLE 21 - MATERNITY LEAVE

Section 21.01 EQUAL BENEFITS

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

Section 21.02 WORKING AND REPORTING

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

Section 21.03 LIGHT DUTY

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

Section 21.04 LEAVE

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

Section 21.05 NOTICE OF LEAVE

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

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

Section 21.06 RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:
 - a. The job ceases to exist because of legitimate business reasons unrelated to the employee's pregnancy disability leave (e.g., layoff); or
 - b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.

Section 21.07 COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:
 - a. There is no comparable position available; or
 - b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City's ability to operate safely and efficiently.
 - c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08 RIGHTS

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

ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS

Section 22.01 DISABILITY RETIREMENT APPEAL PROCEDURES

1. The parties have agreed upon a disability retirement appeal procedure dated July 15, 2003.

Section 22.02 ANNUAL FITNESS FOR DUTY PROCEDURES

1. The parties have agreed upon an annual fitness for duty policy and associated forms as indicated by initialing and dating the forms and policy on June 9, 2003.

Section 22.03 INJURY ON DUTY PROCEDURES

1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

Section 22.04 MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.
2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.
3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.
4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.
5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.05 REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the

Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section 22.06 RANK FOR RANK POLICY

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

Section 22.07 DRUG-FREE WORKPLACE POLICY

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 25, 1994) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.08 LAYOFF AND RECALL POLICY

1. Definitions

- a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.
- b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

- a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

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

3. Notice to Employees

- a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees

reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

- a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

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

6. Procedures for Layoff

- a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

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

8. Bumping Rights

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

shall not have any bumping rights to positions within Fire Department Suppression Division.

9. Breaking Ties

- a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).
 1. Overall raw score.
 2. Raw score of the oral interview.
 3. Raw score of the Practical (Engineers)
 4. Raw score of the written examination.
 5. The earliest date and time of application.

10. Salary Placement

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

11. Reemployment List

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

12. Letter of Layoff

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

layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

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

14. Appeal

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

Section 22.09 GRIEVANCE PROCEDURE

1. Purpose

- a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.
- b. To provide that grievances shall be settled as near as possible to the point of origin.
- c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

- a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:
 1. Any matter involving the application of any provision of this agreement; or
 2. Any matter involving the violation(s) of any provision or intent of this agreement; or
 3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this agreement; or
 4. Any protests of ratings or performance evaluations.

3. Evaluations

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

4. Discipline

- a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586,. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

- a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
 1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) calendar days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) calendar day following the presentation of the grievance and giving of such answer will terminate Step 1.
 2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.
4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) calendar days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) calendar days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.
5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

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

7. Witnesses

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

8. Time Limits

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

Section 22.10 SHIFT TRADE POLICY

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

Section 22.11 NO SMOKING POLICY

1. Effective July 1, 1987, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.
2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

Section 22.12 MEDICAL EXAMINATION POLICY

1. Firefighters shall be annually examined by a local medical doctor selected by the City, except Fire Fighters under thirty-five years of age, who shall be examined every two years.

Section 22.13 MILITARY LEAVE POLICY

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

Section 22.14 ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall

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

Section 22.15 JURY DUTY

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:
 - a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
 - b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
 - c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.
 - d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
 - e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.
 - f. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain

personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.
2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

ARTICLE 24 - HOLIDAYS

Section 24.01 ACCUMULATION

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02 ANNUAL PAYMENT

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

Section 24.03 PERS PICK-UP

1. The City will pay 100% of the members' PERS contribution on Holiday pay.

ARTICLE 25 - MISCELLANEOUS

Section 25.01 PROMOTIONAL EXAMINATION REQUIREMENTS

1. Effective July 1, 2003

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

2. Effective July 1, 2006

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

Section 25.02 OPPORTUNITY TO REVIEW MATERIALS

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

Section 25.03 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.
2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational

reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

ARTICLE 26 - SCHEDULE

Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES

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

ARTICLE 27 - TERM

Section 27.01 TERM

1. The term of this MOU shall be July 1, 2008 through September 30, 2011.
2. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

ARTICLE 28 - RETROACTIVITY

Section 28.01 RETROACTIVITY

1. All increases in compensation and benefits in year one to be retroactive to October 14, 2008. This excludes Section 6.03.

ARTICLE 29 - SIGNATURES


Section 29.01 SIGNATURES

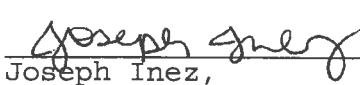
1. This Memorandum of Understanding, July 1, 2008 to September 30, 2011 consisting of forty-seven (47) initialed pages, including the cover, index and signature pages, is made and entered into between the Union and the City as amended April 1, 2009:

For the Union:


Kevin Rehm,
Chief Negotiator

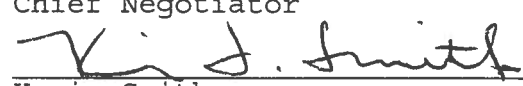

Chris Thomason,
President


Tony Del Castillo
1st Vice President

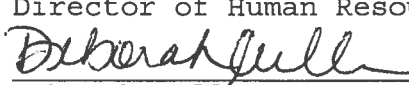

Joseph Inez,
Treasurer

For the City:


Richard Kreisler,
Chief Negotiator


Kevin Smith,
Fire Chief


Bob Hyland
Director of Human Resources


Deborah Cullen,
Director of Finance

KC 4-3-09
 DC 4-3-09
 AF 4-6-09

CITY OF EL SEGUNDO
 EFFECTIVE: OCTOBER 14, 2008 THROUGH SEPTEMBER 30, 2011
 CONVERSION TO FLAT INCENTIVES (EXCEPT PM LEVEL 2 AND PM LEVEL 3)

SCHEDULE 1
Monthly Base Salary Schedule and Incentives
OCTOBER 2008

RANGE	POSITION	STEP	BASE PAY	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1	PM LEV 2	PM LEV 3	CLASS "B" /EMT	CLASS "A"	FIRE INVEST.	
483	FIREFIGHTER	Step A	4,993.28	144.36	144.36								505.27	748.99	999.66	50.00	50.00	50.00	
		Step B	5,234.39	151.33	151.33									559.67	785.16	1,046.90	50.00	50.00	50.00
		Step C	5,467.55	158.65	158.65									596.29	823.13	1,097.51	50.00	50.00	50.00
		Step D	5,753.38	166.34	166.34									632.19	863.01	1,149.66	50.00	50.00	50.00
		Step E	6,032.49	174.41	174.41									670.44	904.87	1,206.60	50.00	50.00	50.00
		Step F	6,325.56	182.89	182.89	548.66	792.51	1,219.24	426.73	1,036.35	1,645.97	2,377.52		840.10	948.83	1,265.11	50.00	50.00	50.00

All above "F" Step" due to time on job requirement

RANGE	POSITION	STEP	BASE PAY	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1	CLASS "B" /EMT	CLASS "A"	FIRE INVEST.
497	ENGINEER	Step A	6,044.52	174.76	174.76	524.28	757.29	1,165.06	407.77	990.30	1,572.63	2,271.87	611.66	50.00	50.00	50.00
		Step B	6,338.19	183.25	183.25	549.75	779.09	1,221.67	427.59	1,038.42	1,629.36	2,382.26	641.38	50.00	50.00	50.00
		Step C	6,646.54	192.17	192.17	576.50	832.72	1,281.12	448.39	1,088.95	1,729.51	2,498.17	672.59	50.00	50.00	50.00
		Step D	6,970.31	201.53	201.53	604.59	879.29	1,343.53	470.24	1,142.00	1,813.76	2,619.88	706.35	50.00	50.00	50.00
		Step E	7,310.27	211.36	211.36	634.08	919.89	1,409.06	493.17	1,197.70	1,902.24	2,747.67	739.76	50.00	50.00	50.00

RANGE	POSITION	STEP	BASE PAY	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1	CLASS "B" /EMT	CLASS "A"	FIRE INVEST.
510	CAPTAIN	Step A	6,984.26	201.93	201.93	605.80	875.04	1,346.22	471.16	1,144.29	1,817.39	2,625.13	706.38	50.00	50.00	50.00
		Step B	7,324.92	211.78	211.78	635.35	917.73	1,411.89	494.76	1,200.10	1,906.05	2,753.18	741.24	50.00	50.00	50.00
		Step C	7,682.61	222.13	222.13	666.38	962.55	1,480.84	516.29	1,258.71	1,999.13	2,887.64	777.44	50.00	50.00	50.00
		Step D	8,058.19	232.99	232.99	698.96	1,009.61	1,553.24	543.63	1,320.25	2,096.87	3,028.82	815.45	50.00	50.00	50.00
		Step E	8,452.54	244.39	244.39	733.17	1,059.02	1,629.26	570.24	1,384.87	2,199.59	3,177.06	855.36	50.00	50.00	50.00

AGENDA DESCRIPTION:

Consideration and possible action regarding approval of a Comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: \$808,997)

RECOMMENDED COUNCIL ACTION:

1. Approve the Comprehensive Memorandum of Understanding.
2. Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Comprehensive Memorandum of Understanding

FISCAL IMPACT: (\$808,997)

Amount Budgeted:

Additional Appropriation:

Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources

REVIEWED BY: Bill Crowe, Assistant City Manager

APPROVED BY: Jack Wayt, City Manager



BACKGROUND AND DISCUSSION:

In July 2008, the City's Chief Negotiator, staff and representatives of the El Segundo Police Officers' Association began meeting and conferring, pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached during the second week of December, 2008. On December 16, 2008, Council approved an Agreement between the City and the Association and adopted a Resolution approving the Memorandum of Understanding.

Council's action approved the changes in the terms and conditions of employment detailed in the Agreement, with the understanding that those changes shall then be incorporated into a Comprehensive Memorandum of Understanding which in itself would then be presented to the Council for approval.

The Agreement contains the following major provisions:

1. Three-year term, commencing on July 1, 2008, and ending on September 30, 2011.

2. A 5% salary increase for Police Officers and Police Sergeants, effective October 14, 2008.
3. A 5% salary increase for Police Officers and Police Sergeants, effective July 1, 2009.
4. A 5% salary increase for Police Officers and Police Sergeants, effective July 1, 2010.
5. Conversion of Longevity Pay, Educational Incentive Pay, Canine Pay, Detective Pay, Special Assignment Pay, Motor Officer Pay and Bilingual Pay from percentage amounts to flat dollar amounts.
6. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be \$1,800 per month.
7. Amendment to the City's contract with PERS to provide Section 21548, "Pre-Retirement Option 2W Death Benefit."

***COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING***

JULY 1, 2008 – SEPTEMBER 30, 2011

**THE EL SEGUNDO
POLICE OFFICERS' ASSOCIATION**

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

ARTICLE 1 **GENERAL PROVISIONS**

Section 1.01 **Preamble**

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

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

Section 1.02 **Management Rights**

- A. Except as limited by the specific and express terms of this Memorandum of Understanding, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.
- B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Memorandum of Understanding is intended to circumscribe or modify the existing right of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out.

Section 1.03 Savings Clause

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

Section 1.04 No-Strike Clause

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

Section 1.05 Association Dues Deduction

The City agrees to:

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

Section 1.06 Association Administrative Time

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

Section 1.07 Association Hearing Cost Contribution

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

Section 1.08 Maintenance of Existing Benefits

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

Section 1.09 Non-Discrimination

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

ARTICLE 2 SALARY

Section 2.01 Salary

- A. Police Officers and Sergeants
 - 1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
 - 2. Effective October 14, 2008, the base salary of each affected employee shall be increased by 5%.
 - 3. Effective the first payroll period commencing on or after July 1, 2009, the base salary of each affected employee shall be increased by 5%.

4. Effective the first payroll period commencing on or after July 1, 2010, the base salary of each affected employee shall be increased by 5%.
5. Attached to this Memorandum of Understanding as Exhibit 1, is Schedule 1 and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

Section 2.02 Regular Rate of Pay

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

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

Section 2.03 Step Advancement - Accelerated

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

Section 2.04 Notice Requirement to Withhold Step Increase

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

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

Section 3.01 Educational Compensation

Effective October 14, 2008 employees shall be eligible for education incentive compensation as follows:

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Salary Schedule 2, column AA or POST, in the salary step to which the employee is entitled.
2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Salary Schedule 2, column AA + POST, in the salary step to which the employee is entitled.
3. Qualification for and possession of Advanced POST Certificate and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in

Salary Schedule 2, column Advanced POST, in the salary step to which the employee is entitled.

4. Qualification for and possession of Bachelor's degree and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in Salary Schedule 2, column BA, in the salary step to which the employee is entitled.
5. Qualification for and possession of Master's degree and completion of four (4) years of sworn law enforcement service shall entitle employee to the dollar amount in Salary Schedule 2, column MA, in the salary step to which the employee is entitled.
6. Salary Schedule 2 is attached hereto as Exhibit 2 and incorporated herein as though set forth in full.

Section 3.02 Certification Requirement for Educational Compensation

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

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

Section 3.03 Longevity Achievement on Merit

1. Effective October 14, 2008, employees shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 2 (Salary Schedule 2)
 - A. Upon completion of five years of paid, full-time sworn law enforcement service
 - B. Upon completion of ten years of paid, full-time sworn law enforcement service
 - C. Upon completion of fifteen years of paid, full-time sworn law enforcement service
 - D. Upon completion of twenty years of paid, full-time sworn law enforcement service
 - E. Upon completion of twenty-six years of paid, full-time sworn law enforcement service
2. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity; the employee is suspended without pay; or the employee's most recent annual performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this benefit because of a substandard annual performance evaluation shall be evaluated quarterly thereafter until the supervisor deems quarterly evaluations to be no longer necessary. Once an employee receives his or her first performance evaluation, rated standard or above, the longevity pay shall be reinstated on the first payroll period following the employee's requalification and may not be removed until the employee receives a further below standard or unsatisfactory annual evaluation.

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

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

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

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

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

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

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

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

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

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

Section 5.02 Educational Prerequisites for Promotional Positions

- A. Any applicant seeking to participate in any segment of a Sergeant's examination where said segment is administered on or after January 1, 2000, must possess an Associate's Degree or higher degree or possess a transcript documenting sixty or more semester units, or an equivalent amount of quarter or term units, earned towards a Bachelor's Degree from a university or college accredited by POST standards.
- B. An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain, where said segment(s) is administered on or after January 1, 2005, must be qualified for and possess a Bachelor's degree at the time of participating in any such segment(s) of the examination.

ARTICLE 6 NO-SMOKING CLAUSE

Section 6.01 Establishment

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

ARTICLE 7 OVERTIME COMPENSATION

Section 7.01 Pay for Public Relations Appearances

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

Section 7.02 Court On-Call Pay

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

Officers will not receive on call pay if they are:

- 1. Called into court that session (in which case the employee will receive call-back pay);
 - 2. Ordered to report to work;
 - 3. Already receiving pay from the City for any other reason (e.g., IOD, administrative leave).
- B. Officers shall not have the option of reporting to work in lieu of being in an on-call status.

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

Section 7.03 Call-Back Pay

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

Section 7.04 Court Call-Back Pay

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

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

ARTICLE 8 DIFFERENTIAL PAY

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

Effective October 14, 2008, the City shall pay motor officers a monthly \$511.01 (Police Officer) or \$640.19 (Sergeant.)

Effective October 14, 2008, the City shall pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, \$425.84 per month.

Section 8.02 Motorcycle Maintenance

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

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

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

Section 8.03 Canine Unit

By and through the Association, those unit members assigned to canine duty agree that the above monthly stipend is reasonably necessary to provide for the care and maintenance of the assigned canine and that this stipend is intended to compensate unit members assigned to canine duty for all off duty

hours spent caring and maintaining for their assigned canine, in compliance with the FLSA and interpretive cases and rulings.

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

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

Section 8.04 Bilingual Pay

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay. Effective October 14, 2008, an employee who demonstrates conversational fluency in Spanish (or another language designated by the Police Chief,) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of \$283.90 (Police Officer) or \$355.66 (Sergeant) monthly.

ARTICLE 9 PHYSICAL FITNESS INCENTIVE PROGRAM

Section 9.01 Purpose

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

Section 9.02 Department Policy

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

Section 9.03 Program Components

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

A. Fitness Examination:

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

B. Fitness Assessment:

1. The fitness assessment is the voluntary component of the program and will be administered

by a department fitness coordinator and fitness committee.

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

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

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

ARTICLE 10 COMPENSATORY TIME

Section 10.01 Maximum Accrual

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

Section 10.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

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

Section 10.03 Firearms Qualification

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

<u>Class</u>	<u>Hours per Quarter (3 Calendar Months)</u>
Distinguished Expert	8 hours
Expert	6 hours

Sharpshooter	4 hours
Marksman	2 hours
Qualifying	0 hours

ARTICLE 11 HOLIDAY PAY

Section 11.01 Eligible Officers

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

ARTICLE 12 SICK LEAVE

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

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

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

Upon separation, after twenty (20) years of service as a sworn law enforcement officer, employees will be compensated at 90% of the employee's accumulated unused sick leave at the employee's current rate. Effective July 15, 2007, upon an employee's separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/her accumulated, unused sick leave at the employee's regular rate of pay in effect at the time of separation. Upon completing twenty (20) years of service and age 47, an employee may elect to cash out one-third of earned, unused sick leave, prior to separation, for a period not to exceed three years, up to the maximum dollar value of deferred compensation "catch up" permitted by law. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution sick leave balance be less than 120 hours.

Section 12.03 Payment on Disability Retirement

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

Section 12.04 Annual Sick Leave Payout

On or about December 10 of each year, employees who maintain a balance of 1056 hours of sick leave accrual shall be paid for one half the sick leave accumulated and not used during the preceding twelve month period. Effective July 15, 2006, the annual sick leave payout will be increased to 75%.

Section 12.05 Family Emergency Leave

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

ARTICLE 13 VACATION LEAVE

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

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

- A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.
- B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.
- C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.
- D. From commencement of the 16th year of service through and including completion of the 16th year of service – 176 hours per year.
- E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – an additional 8 hours per years of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter – 256 hours).

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

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

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

Section 13.03 Vacation Sell Back

The City will allow employees in the Association to sell back 100% of their annual vacation accrual at the regular rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City.

ARTICLE 14 BEREAVEMENT LEAVE

Section 14.01 Maximum Leave Time

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

Section 14.02 Immediate Family Members Defined

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

ARTICLE 15 JURY DUTY

Section 15.01 Provision

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

- a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
- b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
- c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.
- d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- e. While on Jury Duty, the employee must report to work—during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.
- f. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 16 HEALTH BENEFITS

Section 16.01 Medical Insurance Continuation - On Duty Death

- A. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, medicare eligibility, whichever comes first, and to the children of the deceased officer until age 18. Said medical premium payments on behalf of the children of a deceased officer shall

continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

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

Section 16.02 Optical, Dental, and Life Insurance

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

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

Section 16.03 Medical Contract

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

Section 16.04 City Medical Contribution

The monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to employees under the Public Employees' Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County)

During the term of this Agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families that provide comparable benefits to current plan, including, but not limited to, portability. There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.

Section 16.05 Body or Heart Scan

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

Section 16.06 Maximum City Funding of Active Employee/Retiree Insurance Premiums

The cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed \$1,800.00 per month.

ARTICLE 17 UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

Section 17.01 Provision & Annual Allowance

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

ARTICLE 18 RETIREMENT BENEFITS

Section 18.01 PERS Retirement Formula

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

Section 18.02 PERS Pickup Reported as "Compensation Earnable"

The City shall pay on behalf of each employee his or her required 9% "employee contribution" to CalPERS. Additionally, the City shall report a set dollar amount equal to the nine percent (9%) "employee contribution" to the California Public Employees' Retirement System as compensation earnable. Said contributions will also be paid on holiday pay received by eligible employees.

Section 18.03 Optional Contract Provisions

- A. The City shall provide "Level 4" 1959 Survivors Benefits.
- B. As soon as practicable, the City shall modify its PERS contract to provide for the Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.
- C. The City shall provide the Single Highest Year formula.

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

Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo as a peace officer to receive the following benefits: pay for unused sick leave balance; the

option of continuing to participate in the City's group insurance programs; and the right to receive a contribution toward medical insurance for the retiree and 1 dependent.

Section 18.05 Retiree Health Insurance Contribution Program

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

Year of Retirement	Amount of Monthly Contribution
1995 and after	Average dollar cost of the premium for an employee and 2 or more dependents for the HMO's available to employees under PEMHCA

ARTICLE 19 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 19.01 Direct Deposit

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

Section 19.02 Flexible Spending Account

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

ARTICLE 20 COMPUTER LOAN PROGRAM

Section 20.01 Initial Loan

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

Section 20.02 Prior and Outstanding Balances

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

Section 20.03 Requirements and Conditions

- A. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at the currently interest rate of 3%. All loans would include a 36-month repayment term.
- B. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment.
- C. Anti-viral software shall be required as a prerequisite in granting requested loans.

- D. City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.
- E. The practice of “refinancing” to the maximum loan amount is prohibited. “After-the-fact” financing is allowed only with prior approval of the Director of Finance or his/her designee.
- F. Loans shall be repaid through payroll deductions over a 3 year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee’s final check.

ARTICLE 21 MATERNITY POLICY

Section 21.01 Policy

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

ARTICLE 22 CATASTROPHIC LEAVE PROGRAM

Section 22.01 Definition of a Catastrophic Illness or Injury

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

Section 22.02 Eligible Employees for Donation and Program Usage

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

Section 22.03 Policy Procedures

- A. **Administration** - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.
- B. **Donation Requests** - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave

bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.

- C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 120 leave hours after his or her donation.
- D. Donations of accumulated time are irrevocable.
- E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

ARTICLE 23 LAYOFF PROCEDURES

Section 23.01 **Grounds for Layoff** - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 23.02 **Notice to Employees** - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

Section 23.03 **At-Will Employees** - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

Section 23.04 **Procedures for Layoff** - A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

Section 23.05 **Breaking Ties** - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

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

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

Section 23.06 **Reduction to a Vacant Position** - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 23.07 **Displacement Rights**

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

Section 23.08 **Salary Placement**

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

Section 23.09 **Reemployment List**

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

Section 23.10 **Letter of Layoff**

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

Section 23.11 Rights on Reemployment

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

Section 23.12 Appeal

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

ARTICLE 24 GRIEVANCE PROCEDURE

Section 24.01 Definition of Terms

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

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

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

Immediate Supervisor - The first level supervisor of the grievant.

Section 24.02 Time Limits

A. **Compliance and Flexibility**

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

B. **Calculation of Time Limits**

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

C. **Failure to Meet Time Limits**

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

Section 24.03 Procedure

Grievances will be processed as follows:

- A. **Level I** - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.
- B. **Level II** - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.
 - 1. **Procedure for Filing a Grievance** - In filing a grievance, the employee should set forth the following information:
 - a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 - b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 - c. The date or dates on which the violation, misinterpretation or misapplication occurred.
 - d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.
 - e. The remedy requested.
- C. **Level III** - If the grievance is not resolved by the second level supervisor, the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.
- D. **Level IV** - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

Section 24.04 Matters Excluded from the Grievance Procedure

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

Section 24.05 Conferences

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

ARTICLE 25 POLICIES

Section 25.01 Occupational Injury and Illness Policy

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

Section 25.02 Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy, dated July 22, 2003.

Section 25.03 Fitness for Duty Policy

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

Section 25.04 POBR LIMITED APPEALS

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

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

I. Right to Administrative Appeal

- A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.
- B. The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the drafting of a POBR Hearing Policy regarding a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty assignment, bonus, or similar pay.
- C. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

2. **Appeal of Written Reprimands**
 - A. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the written reprimand.
 - B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
3. **Hearing Officer (Appeal of Written Reprimands Only)**
 - A. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager's decision shall be final and binding.
 - B. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)
4. **Appeal of Other Punitive Action**
 - A. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer's intent to appeal said action.
 - B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
 - 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. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

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

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

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

7. Decision

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

Section 25.05 Drug Free Work Place Policy

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

Section 25.06 Retiree Medical Trust

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the establishment and administration of a PORAC Retiree Medical Trust for Association members.

ARTICLE 26 TERM OF AGREEMENT

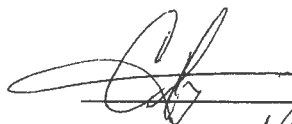
Section 26.01 Term

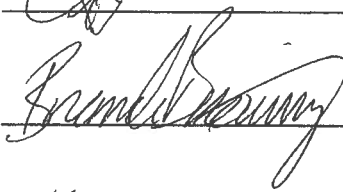
The term of this MOU shall commence on July 1, 2008 and shall end on September 30, 2011 with regard to all provisions.

Signed by the City:

Date

Signed by the Association:





4-2-09

Date

CITY OF EL SEGUNDO
 ESPOA PROPOSED SALARY SCHEDULE
 EFFECTIVE: OCTOBER 2008

SCHEDULE 1

POSITION:	STEP	CURRENT		2008		2009		2010	
		OFFICER BASE PAY	SERGEANT BASE PAY	OFFICER BASE PAY	SERGEANT BASE PAY	OFFICER BASE PAY	SERGEANT BASE PAY	OFFICER BASE PAY	SERGEANT BASE PAY
	Step A	4,671.24	5,852.09	4,904.80	6,144.69	5,150.04	6,451.93	5,407.54	6,774.53
	Step B	4,904.80	6,144.69	5,150.04	6,451.92	5,407.54	6,774.52	5,677.92	7,113.25
	Step C	5,150.04	6,451.93	5,407.54	6,774.53	5,677.92	7,113.25	5,961.82	7,468.92
	Step D	5,407.55	6,774.52	5,677.93	7,113.25	5,961.82	7,468.91	6,259.92	7,942.35
	Step E	5,677.92	7,113.25	5,961.82	7,468.91	6,259.91	7,842.36	6,572.90	8,284.48

CITY OF EL SEGUNDO
 ESPOA SALARY TABLE
 EFFECTIVE OCTOBER 2008
 CONVERSION TO FLAT RATE INCENTIVES

SCHEDULE 2

RANGE	POSITION	STEP	BASE PAY	AA or POST	AA + POST	Adv. POST	BA	MA	LONG. 5 YRS.	LONG. 10 YRS.	LONG. 15 YRS.	LONG. 20 YRS.	LONG. 26 YRS.
687	OFFICER	Step A	4,904.80										
		Step B	5,150.04										
		Step C	5,407.54	270.39	423.85								
		Step D	5,677.93	283.90	445.84	734.01	917.50						
		Step E	5,961.82	298.10	467.29	770.71	963.37	1,353.62	778.83	974.89	1,155.46	1,353.62	1,925.77

RANGE	POSITION	STEP	BASE PAY	AA or POST	AA + POST	Adv. POST	BA	MA	LONG. 5 YRS.	LONG. 10 YRS.	LONG. 15 YRS.	LONG. 20 YRS.	LONG. 26 YRS.
700	SERGEANT	Step A	6,144.69										
		Step B	6,451.92										
		Step C	6,774.53	338.72	508.08								
		Step D	7,113.25	355.66	533.49	906.25	1,068.99						
		Step E	7,468.91	373.44	560.16	951.56	1,120.34	1,622.85	933.82	1,199.47	1,419.89	1,614.78	2,437.55