

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH POLICE OFFICERS ASSOCIATION

(OFFICERS AND SERGEANTS)



July 1, 2014 – June 30, 2016

Per Resolution No. CC-1502-008

MEMORANDUM OF UNDERSTANDING
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AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION
OFFICERS AND SERGEANTS UNIT

July 1, 2014 — June 30, 2016

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, the Resolution for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter "the City") and representatives of the Redondo Beach Police Officers' Association (hereinafter "the Association") and except as otherwise specifically provided herein shall apply only to those who are employed full-time and are appointed to the full-time positions of Police Officer and Sergeant.

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ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

1.01 The following terms shall have the meanings set forth in this section:

- A. **BASE RATE OF PAY:** Shall mean the salary listed in Exhibit A.
- B. **CITY:** Shall mean the City of Redondo Beach.
- C. **CITY MANAGER:** Shall mean the City Manager or the designee of the City Manager.
- D. **DAYS:** Shall mean calendar days except where working days are expressly specified.
- E. **EMPLOYEE:** Shall mean persons who serve full-time and are appointed to the full-time positions of Police Officer or Sergeant unless specifically noted as otherwise.
- F. **FISCAL YEAR:** Shall mean the 12 month period from July 1st through June 30th.
- G. **MOU:** Shall mean Memorandum of Understanding.
- H. **OVERTIME:** Shall mean work performed in excess of a regular scheduled work day or work week, paid at a rate of one and one-half times the employee's regular rate of pay.
- I. **POLICE CHIEF:** Shall mean the Police Chief or designee.
- J. **REGULAR RATE OF PAY:** Shall mean the base rate of pay and special pays as listed in Article III (Compensation).
- K. **RETIREE:** Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
- L. **SERIOUS INJURY OR ILLNESS:** Shall mean as related to Article VI, Section 1.04, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.
- M. **TRAVEL TIME:** Shall mean the actual amount of time to travel from door to door from the point of origin to the point of destination based upon the fastest route as determined by MapQuest or some other map routing software deemed acceptable by the Police Chief. Travel time for air travel shall mean the amount of time from arrival at the airport to arrival at the training site and return flight to the departure airport.

Travel time shall not include time spent during voluntary layovers or transfers. Travel time shall not include waiting hours between the end of class instruction and flight or hired transportation. To the extent that actual travel time exceeds that indicated by the map routing software, the employee shall provide written information confirming actual travel time.

N. WORK PERIOD: Shall mean a period between seven and 28 consecutive days long set by the City Manager.

O. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

ARTICLE II. RECOGNITION & TERM OF MOU

SECTION 1 - CLASSES IN BARGAINING UNIT

- 1.01 The City recognizes the Association as the exclusive representative for employees in the following job classes: Police Officer and Police Sergeant.
- 1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands, and liabilities that may arise as a result of the City's recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.
- 1.03 The term of this agreement shall be two years (July 1, 2014 to June 30, 2016.)

ARTICLE III. COMPENSATION

SECTION 1 - PAY PLAN

- 1.01 The salary ranges for the classes covered by this MOU are as listed in Exhibit A.
- 1.02 The ranges set forth on Exhibit A to this MOU include and reflect the following increases in base pay: three percent (3%) effective February 7, 2015; two percent (2%) effective July 1, 2015; an additional 2% effective January 1, 2016. If July 1, 2015 and/or January 1, 2016 are not the first days of City pay periods, the increase in question shall be effective on the first day thereafter that is the first day of a City pay period.
- 1.03 The range of pay rates for Sergeants shall be set forth on Exhibit A as five equal steps between the bottom and top of the range with the bottom as Step A and the top as Step E. New Sergeants shall be assigned to Step A, unless otherwise determined by the Police Chief and subject to section 1.05 of this Article. Those who are Sergeants as of February 7, 2015, shall receive the increases described in sections 1.02 and 6.01 of this MOU and shall be placed into the Step system as part of the performance evaluation process. No

Sergeant shall suffer a pay reduction as a result of implementation of the new Sergeants salary pay step system in Exhibit A.

- 1.04 The City shall determine the number of furlough hours which were collected from each employee during the period July 1, 2014, up to and concluding with the date the furlough deduction was ended. That amount of hours shall then be credited to the employee's vacation leave balance. If an employee's vacation leave balance as of February 7, 2015, is within 10% of that employee's applicable cap on permissible vacation accrual, the amount of furlough hours shall be paid to the employee in cash at the employee's applicable pay rate as of February 6, 2015. The Association accepts this arrangement as fulfilling any remaining obligations the City may have arising from the furlough provisions set forth in the parties' 2011-2014 MOU.
- 1.05 Any Police Officer promoted to the rank of Sergeant shall receive on promotion an increase in pay of a minimum of five percent (5%) over their previous pay rate. In making this calculation any premium pay the Officer is then receiving shall be taken into account for this purpose only. The employee shall cease receiving the premium pay upon promotion to Sergeant. The newly promoted Sergeant shall then be placed on the pay step shown on Exhibit A hereto which is equal to or more than five percent (5%) above the employee's current pay rate inclusive of any premium pay the employee is then receiving.

SECTION 2 - EFFECTIVE DATE OF PAY ADJUSTMENTS

- 2.01 The effective date of any longevity or educational incentive pay increase shall be the beginning of the pay period following the anniversary date of change. This shall not alter the employee's original anniversary date.

SECTION 3 - EDUCATION INCENTIVE PAY

- 3.01 All employees shall be eligible to receive educational incentive pay.
- 3.02 The education incentive pay plan is adopted as a plan that rewards an employee for obtaining advanced education. The provisions are also intended to avoid penalizing employees with long service.
- 3.03 Education Incentive Pay earned under this Section is defined as base salary within the meaning of Section 20630 of the California Government Code and Section 571(a)(2) of the PERS Regulations.
- 3.04 Any employee shall, upon completion of the educational requirements, be entitled to educational incentive pay above his or her base salary, as follows:

EDUCATION COMPLETED	INCENTIVE PAY
1. P.O.S.T. Intermediate Certificate; or 2. Associate of Arts Degree; or 3. 60 P.O.S.T.-approved units.	6%
1. P.O.S.T. Advanced Certificate; or 2. 90 P.O.S.T.-approved units; or 3. P.O.S.T. Intermediate Certificate and 30 P.O.S.T.-approved units	12.4%
1. Bachelor's Degree; or 2. 125 P.O.S.T.-approved units; or 3. P.O.S.T. Advanced Certificate and 35 P.O.S.T.-approved units	21.4%

SECTION 4 - COMPENSATORY TIME OFF

4.01 An Officer or Sergeant shall be eligible for the payment of overtime for work performed in excess of the employee's regular scheduled work day or work week. An employee eligible for the payment of overtime may elect, at the sole discretion of the employee, to be compensated for overtime hours worked by compensatory time off (CTO) in lieu of receiving overtime pay. CTO shall be earned at a rate of one and one-half hour for each overtime hour worked in excess of the employee's regular assignment. Overtime billed to outside vendors (e.g. movie filming), is not eligible for the compensatory time option, unless the City has waived payment of fees by the outside vendor. When an employee is mandated to work an outside vendor event, the employee has the sole discretion to take CTO or paid overtime.

An employee may accrue up to a maximum of 100 hours of CTO at any given time. All time worked in excess of compensatory time limits will be paid at a rate of time and one half.

An employee desiring CTO in lieu of paid overtime will complete a "Compensatory Overtime" slip. After the Division Commander approves the transaction, the timekeeper will initiate a compensatory time log for that employee and keep the overtime sheet on file. This procedure allows the Division Commander and the employee to monitor the number of compensatory time hours logged.

4.02 The use of accrued CTO must be requested and approved in advance. CTO time is granted at the discretion of the Police Chief or his/her designee, and shall not be unreasonably withheld. A request for CTO shall be approved if requested with 30 days' notice. The use of CTO time shall not unduly disrupt the operation of the department; however the need to

pay overtime for a replacement employee does not constitute an undue disruption under this section

Use of CTO is subject to the above provisions and is not subject to the provisions of Article VII Section 1.03 regarding Holiday Float.

- 4.03 The provisions in this section 4 applicable to utilization of paid time off (CTO, holidays and vacation) shall be subject to this restriction. No more than three (3) patrol officers assigned to work the 3/12 schedule may be off work on CTO, holiday or vacation leave simultaneously on the same shift. An exception to this restriction will be made if an additional officer seeking to take paid time off at the same time procures a replacement to work his/her shift.

SECTION 5 - ACTING STATUS PAY

- 5.01 When an employee is temporarily absent from his or her assigned duties, the Police Chief may assign an employee in a lower class the duties of a higher class. In the absence of such a temporary move-up assignment, responsibility for the duties of the absent employee shall revert to the absent employee's direct supervisor, unless otherwise specified by the Police Chief.
- 5.02 Eligibility for assignment to acting status in a higher class shall be based upon above average performance as established by an employee's performance evaluations. Selection for acting status is the exclusive right of the Police Chief or his/her designee.
- 5.03 An employee so assigned to a higher class, shall become eligible for the appropriate pay rate equal to a minimum of 5% above the employee's current hourly rate. The increase in pay rate shall become effective upon assignment by the employee's Commanding Officer or the Duty Commander. No Acting Pay will be provided for less than one full shift of Acting duty.
- 5.04 Upon return of the employee in the higher class, the employee on acting status will be reassigned to their permanent class and pay rate.

SECTION 6 - MARKSMANSHIP PAY

- 6.01 Marksmanship pay (\$480 per year) is deleted and has been incorporated into base pay and is reflected in Exhibit A hereto.

SECTION 7 - COURT TIME PAY

- 7.01 Police Officers and Sergeants are eligible for Court Time Pay in accordance with this section.

- 7.02 For morning court proceedings and official hearings, an employee shall receive a minimum of four hours pay at the overtime rate and overtime pay on an hour-for-hour basis thereafter, inclusive of the court lunch break, subject to the conditions set forth below.
- 7.03 For afternoon court proceedings and official hearings, an employee shall receive a minimum of four hours pay at the overtime rate, and overtime pay on an hour-for-hour basis thereafter, subject to the conditions set forth below.
- 7.04 Court proceedings and official hearings shall include actual or telephonic appearances in Federal or State Court hearings (Superior Court, Juvenile Court, Juvenile Traffic Court), DMV hearings, job-related depositions or other employment related proceedings.
- 7.05 (a) Any court related assignments that occur during the employee's work shift shall be compensated at the regular rate of pay of the on duty employee.
- (b) If the employee's actual appearance in court extends to scheduled duty hours, the employee shall be compensated at the overtime rate of their regular rate of pay only for the actual appearance time prior to their regular shift.
- (c) Should an employee be required to appear while on paid vacation or holiday leave, the minimum court overtime provisions of this section shall apply, and the vacation or holiday hours actually worked shall be restored in the employee's leave bank.
- (d) This provision shall not apply to secondary employment related issues.
- 7.06 When an employee must remain on-call outside of scheduled working hours, the employee shall be entitled to two hours minimum overtime at the regular rate of pay. If the on-call status continues beyond the two-hour minimum, the employee shall earn overtime pay at the regular rate of pay on an hour for hour basis, including that time during the court lunch recess. It is the employee's responsibility to advise the on duty supervisor immediately if the employee is notified that on call status has been removed.

SECTION 8 - CLOTHING ALLOWANCE

- 8.01 Sergeants (Professional Standards, Communications and Investigations) and Officers [Investigations, School Resource Officers (SRO's) and Community-Based Officers (CBO's)] or other positions designated as a plain clothes assignment by the Police Chief or his/her designee shall receive a clothing allowance of \$650 per year. Said payment shall be made upon assignment to regular plain-clothes duty and upon the anniversary date of said assignment thereafter.

SECTION 9 - BILINGUAL PAY

- 9.01 The City agrees to pay a monthly bilingual proficiency premium equivalent to 3% of base pay, exclusive of all bonuses, except for education and longevity pay, to a minimum of

12 Officers and/or Sergeants approved by the Assistant City Manager, who are bilingual in English and Spanish, Japanese, Chinese, Korean, Arabic, American Sign Language or Vietnamese.

- 9.02 Employees wishing to qualify for the bilingual proficiency premium shall be tested for oral skills by the Police Chief or designee. Only those employees receiving a passing score on the test will be eligible for bilingual pay. In the event the number of eligible employees exceeds vacant bilingual slots, the selection of eligible employees will be based on seniority. An eligibility list for bilingual pay will be in place at all times, so that vacant slots can be immediately filled.
- 9.03 Bilingual Pay is defined as compensation within the meaning of Section 20636 of the California Government Code and Section 571 (a)(5) of the PERS regulations.

SECTION 10 - SPECIAL ASSIGNMENT PAY FOR OFFICERS

10.01 MOTOR OFFICER PREMIUM

- A. Police Officers who are routinely and consistently assigned to enforce traffic and highway vehicle codes shall receive a monthly premium equivalent to 8.5% of base pay, exclusive of all premiums, except longevity pay and education incentive pay.
- B. Any reduction in personnel assigned as Motor Officers will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the Motor Unit will be transferred first.
- C. Motor Officer premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

10.02 K-9 OFFICER/ANIMAL PREMIUM

- A. Police Officers who are routinely and consistently assigned to handle, train and board a police canine or horse shall receive a monthly premium equivalent to 8.5% of base pay, exclusive of all premiums, except longevity and education incentive pay. This premium replaces the 10 hours of overtime canine maintenance pay, but shall not include veterinarian fees, feed or other reimbursable expenses for upkeep of the animal. The parties agree that the 8.5% premium complies with *Lever v. Carson City* (9th Cir.2004) 360 F.3d 1014 in that the parties agree upon the premium pay as being reasonable and appropriate compensation for purposes of maintaining the assigned canine.

- B. Any reduction in personnel assigned as K-9 Officers will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the K-9 unit will be transferred first.
- C. K-9 Officer premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.
- D. To be eligible to serve as a K-9 Officer the employee's primary residence and domicile for the dog must be no more than 50 linear miles from the Redondo Beach city limit. This restriction does not apply to any employee serving as a K-9 Officer for the City as of January 27, 2015.

10.03 DETECTIVE DIVISION PREMIUM

- A. Police Officers who are routinely and consistently assigned to the detective or investigations division shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums, except longevity and education incentive pay.
- B. Any reduction in personnel assigned as Detectives will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the Detective unit will be transferred first.
- C. Detective premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

10.04 OTHER SPECIAL ASSIGNMENT PREMIUMS

- A. Police Officers who are routinely and consistently assigned to the assignments listed below shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums, except longevity and education incentive pay: Crime Scene Investigator - Officers who are routinely and consistently assigned to analyze and explore crime scenes. DUI/Traffic Officer — Officers who are routinely and consistently assigned to enforce those laws related to driving under the influence of alcohol or drugs. Traffic Investigator - Officers who are routinely and consistently assigned to investigate traffic collisions and traffic-related crimes. FTO/Lead Officer - officers who are routinely and consistently assigned to train new employees and act as auxiliary supervisor; Community-Based Officer/Crime Prevention Officer/School Resources Officer - officers routinely and consistently assigned to function as a liaison between persons and groups and the Police Department.

- B. The City and the Association agree there shall be 27 special premium pay positions consisting of the assignments listed in Item A., above, each in the number determined by the Police Chief to be in the best interest of the Department.
 - C. When a premium pay assignment position covered by Subsection 10.04 herein becomes vacant, the Police Chief, in his/her sole discretion, may maintain that position and appoint a replacement in accordance with Section 11.01 of this Article, or may re-allocate that position to another assignment covered by this Subsection, and appoint an employee to the new premium pay assignment position in accordance with Section 11.01 of this Article.
 - D. Any reduction in personnel assigned to any of the special premium pay assignments provided for herein will be accomplished by seniority within the unit. The least senior officer, determined by length of service in that particular assignment will be transferred first.
 - E. The intent of Subsection 10.04 herein is to guarantee the Association 27 premium pay positions in the assignments noted above at all times, while allowing the Police Chief the flexibility to re-allocate vacant premium pay assignments to meet the needs of the Department.
- 10.05 The parties expressly agree and understand that any modification to this Section providing for special assignments from any predecessor MOU(s) whereby said modifications describe individuals as being "permanently assigned" or "routinely and consistently assigned" to any particular position or assignment are terminology changes solely intended to ensure that said monthly payments are defined as "special compensation" for purposes of determining each affected employee's "compensation earnable" for purposes of retirement benefit determinations under Section 20636 of the California Government Code and Section 571(a) (4) of the PERS regulations. Use of said defining language shall not modify any existing Department practices and procedures regarding transferability or rotation of individuals into or out of said special assignments.

SECTION 11 - ASSIGNMENT TO PREMIUM PAY POSITIONS

- 11.01 Within 30 days of a vacancy for any assignment for which a premium pay, bilingual pay or bonus pay is provided in accordance with this Memorandum of Understanding, the City will post a notice of the vacancy, the conditions for eligibility for the position, a description of the testing protocol, the establishment of an eligibility list and the expiration date for the list. The City will then, within the following 90 days, conduct the test, establish the list and make appointment(s) to the vacant position(s).

SECTION 12 - SPECIAL ASSIGNMENT PAY FOR SERGEANTS

12.01 MOTOR SERGEANT PREMIUM

- A. A Police Sergeant who is routinely and consistently assigned to the Motor Unit, and who drives a police motorcycle in the course of such assignment, shall receive a monthly premium equivalent to eight and one-half percent (8.5%) of base pay, exclusive of all premiums except longevity and education incentive pay.
- B. In the event a Police Sergeant is routinely and consistently assigned to the Motor Unit, but does not drive a police motorcycle in the course of such assignment, he or she shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums except longevity and education incentive pay.
- C. Motor Sergeant premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS regulations.

12.02 OTHER SPECIAL ASSIGNMENT PREMIUMS

- A. All Police Sergeants (there shall be a minimum of five) who are assigned to the assignments listed below shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums except longevity and education incentive pay: Professional Standards Unit - Sergeants who are routinely and consistently assigned to the performance of background and internal affairs investigations; Detective Sergeant - Sergeants who are routinely and consistently assigned to the Detective/Investigation Division; SIU Sergeant - Sergeants who are routinely and consistently assigned to the Special Investigations Unit; Community Based Policing Sergeant - Sergeants who are routinely and consistently assigned to duties including supervision of the officers assigned to the community based policing program. Harbor/Pier Sergeant - Sergeants who are routinely and consistently assigned to duties including supervision of the officers assigned to the Harbor area.
- B. There shall be five special premium pay positions consisting of the assignments listed in Item A above, each in the number determined by the Police Chief to be in the best interests of the Department. The City and the Association may agree to add or delete positions designated as premium pay assignments designated above.
- C. When a premium pay assignment position covered by Section 12.02 herein becomes vacant, the Police Chief, in his/her sole discretion, may maintain that position and appoint a replacement in accordance with Section 11.01 of this Article, or may re-allocate that position to another assignment covered by this Subsection,

and appoint an employee to the new premium pay assignment position in accordance with Section 11.01 of this Article.

D. Any reduction in personnel assigned to any of the special premium pay assignments provided for herein will be accomplished by seniority within the unit. The least senior Sergeant, determined by length of service in that particular assignment, will be transferred first.

12.03 Premium pay provided for by Section 12.02, above, is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS regulations.

12.04 The Department retains all existing rights regarding transferring or rotating individuals into and out of special assignments and to eliminate any such assignments or to modify the duties attendant thereto, in order to further the interests of the Department. Defining said individuals as being "routinely and consistently" assigned to said positions shall not be deemed to alter said policies and practices regarding transfer or rotation of said individuals or the elimination of their assignments.

SECTION 13 - LONGEVITY PAY

13.01 Longevity Pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the PERS Regulations.

13.02 The effective date of a longevity pay increase shall be the beginning of the pay period following the date of eligibility.

13.03 An employee's base pay (as listed in Exhibit A), plus any education incentive pay as stated in Section 3 of this Article to which an employee may be entitled, exclusive of all other premiums and pays, as follows: Effective July 5, 2008, an employee is eligible to receive Longevity Pay at such time when he or she begins each year of public agency law enforcement service as follows:

YEARS OF SERVICE	LONGEVITY PAY
10	6%
15	12%
20	18%

SECTION 14 - OUTSIDE EMPLOYMENT

14.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees seeking permission to perform outside employment shall apply in writing to

the Police Chief for approval on the form provided by the City. Employees shall be permitted to perform outside employment providing security services, consistent with Policy 1040 of the Police Department's General Orders Manual. Outside employment shall not be approved if there is an actual or reasonably likely conflict of interest, an appearance of impropriety, or if such outside employment reasonably could detract from or impair the reputation of the City. If outside employment is initially approved, such approval for outside employment may be revoked, provided that the employee involved shall receive at least 14 calendar days advanced notice in writing of such revocation. Requests for outside employment must be submitted, and approved annually.

- 14.02 A non-probationary employee may work up to a maximum of 32 hours per calendar week for an approved outside employer. No such limit shall exist in a calendar week in which the employee performs no work for the City, except however, the City retains the right to limit outside employment for an injured or disabled employee where such outside employment may hinder or otherwise interfere with prescribed treatment or the employee's return to duty. In no case shall outside employment limit an employee's ability to perform in his or her capacity with the City.
- 14.03 No employee who is employed by an employer other than the City shall work in excess of 16 hours in a 24 hour period. Said requirement includes regular and overtime hours worked for the City as well as hours worked for an employer other than the City. The Police Chief may grant an exception during an emergency circumstance or extreme demonstrated need.

SECTION 15 - CALL BACK PAY AND INVOLUNTARY OVERTIME

- 15.01 An employee called back to work or ordered to work overtime involuntarily outside the employee's regularly scheduled work hours shall receive a minimum of two hours of pay at the overtime rate.
- 15.02 An employee, who works as an extension after the regularly scheduled work hours or assignment, shall receive overtime for the actual amount of time worked.
- 15.03 An employee who is mandated to appear to receive unpaid administrative leave shall receive overtime for the actual amount of time worked.

SECTION 16 - SPECIAL EVENT OVERTIME

- 16.01 The purpose of this section is to establish a fair and equitable system for the distribution of special event overtime for Sergeants and Officers. For purposes of simplicity, Sergeants-and Officers will be referred to hereafter collectively as Employee(s).
- 16.02 The overtime list currently utilized by the Special Event Overtime Coordinator will continue subject to recurring list rotation.

- 16.03 An employee desiring to be included on the special event overtime list shall submit a memorandum to the Special Event Coordinator and their name shall be placed at the bottom of the current special event overtime list for rotation. The current special event overtime list shall be maintained in the electronic scheduling system ("TeleStaff").
- 16.04 An employee who is scheduled to work overtime and fails to fulfill their assignment will be placed on the bottom of the list and miss one rotation. An employee shall not substitute another employee in their overtime assignment. An employee unable to fulfill their special event overtime obligation must notify the Watch Sergeant. The Watch Sergeant will then refer to the list for the next available employee.
- 16.05 An employee shall only be rotated on the list should they accept or decline an offer for overtime.

SECTION 17 - PATROL OVERTIME

- 17.01 The Patrol Overtime Rotation Program shall continue and be reviewed every quarter. With the Police Chief's approval the program shall continue however if he/she has any concerns, the labor management committee shall convene and develop modifications to the pilot program that will meet with the Police Chief's approval. At any time during the term of this agreement, the Police Chief may discontinue the program if he/she deems it necessary to do so.

SECTION 18 - POLICE RECRUIT

- 18.01 The initial pay rate for Police Recruit shall be equal to the entry-level step for Police Officer as shown in Exhibit A. No special pays shall apply.

Notwithstanding any other provisions of this MOU, Police Recruits:

- Are not represented by any bargaining unit;
- Are non-sworn;
- Shall be limited-term appointment not to exceed one year unless extended by the Police Chief;
- Do not have Civil Service status;
- Are placed in the miscellaneous group for PERS retirement purposes and contribute to Social Security; and
- Receive the same benefits as sworn officers limited to: vacation, sick leave, holiday, and health insurance benefits. Upon graduation from the Police Academy, Police Recruits receive sworn police personnel status as a Police

Officer and are placed in the safety group for PERS retirement purposes. Employees will no longer contribute to Social Security.

SECTION 19 - COMPENSATION RESTORATION

19.01 The Police Association reserves the prerogative to require satisfaction from the City that the City's obligations under Article III section 19 of the parties' 2011-2014 MOU have been fully met.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 - EMPLOYEE CONTRIBUTION

1.01 The City will pay the employee member contribution to the Public Employees Retirement System (CalPERS) for Tier I and Tier II employees in the amount of 9% of reportable compensation, said amount to be paid into each employee's account as per Government Code section 20691.

SECTION 2 - PERS RETIREMENT FORMULA

- 2.01 Effective January 1, 2012, the City established a two-tier system of retirement benefits. Employees who were first employed by the City in a position in the local Police Officer membership classification on or before December 31, 2011, are eligible to participate in Tier I Local Police Officer benefits. Employees who were first employed by the City in a position in the local Police Officer membership classification on or after January 1, 2012 but prior to January 1, 2013 (subject to section 2.05 of this Article), are eligible to participate in Tier II Local Police Officer Benefits.
- 2.02 The City shall provide the 3% @ 50 retirement formula, pursuant to Government Code Section 21362.2, to all employees participating in Tier I Local Police Officer benefits. Employees participating in Tier I Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.01 of this Article.
- 2.03 The City shall provide the 3% @ 55 retirement formula, pursuant to Government Code Section 21363.1, to all employees participating in Tier II Local Police Officer benefits. Employees participating in Tier II Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.02 of this Article.
- 2.04 Tier III employees are "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA.) They shall be required to pay CalPERS by payroll deduction a member contribution in an amount equal to 50% of the normal cost rate for the 2.7% at age 57 defined benefit plan provided by PEPRA in which the member is enrolled. Tier III employees' final compensation benefit measurement period shall be the

employee's highest 36 consecutive months and the employee's retirement benefit shall be calculated based on "pensionable income."

- 2.05 Tier III employees reserve the prerogative to contest any unlawful application of PEPRA or to enforce any final and binding judicial decision invalidating PEPRA.

SECTION 3 - OPTIONAL PERS CONTRACT PROVISIONS

3.01 Optional Benefits — Tier I Local Police Officer Plan

- A. One-year Final Compensation (Section 20042 of the Government Code).
- B. Military Service Credit as Public Service (Section 21024).
- C. Fourth Level of 1959 Survivor Benefits (Section 21574).
- D. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to July 1, 1979, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of four thousand one hundred sixty (4160) hours, less total hours of sick leave used, divided by eight (8), equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after July 1, 1979, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of two thousand eighty (2080) hours, divided by eight (8), equals number of days of credit for unused sick leave.

- E. Employer Paid Member Contributions as Compensation (Section 20692)

In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Police Officer and Sergeant. Pursuant to this MOU, the parties do hereby agree during said employee's last year of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall the pay rate increase exceed the amount of the normal member contribution that is required to be paid to PERS by its members.

- F. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)
- G. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

The PERS optional benefits provided in this Section 3.01 shall only be available to employees participating in the Tier I Local Police Officer benefit plan and shall not be available under the Tier II Local Police Officer plan.

3.02 Optional Benefits — Tier II Local Police Officer Plan

- A. Military Service Credit as Public Service (Section 21024).
- B. Fourth Level of 1959 Survivor Benefits (Section 21574).
- C. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply: The formula for all employees initially hired on or after July 1, 1979, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of two thousand eighty (2080) hours, divided by eight (8), equals number of days of credit for unused sick leave.

- D. Employer Paid Member Contributions as Compensation (Section 20692)

In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Police Officer and Sergeant. Pursuant to this MOU, the parties do hereby agree during said employee's last year of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall the pay rate increase exceed the amount of the normal member contribution that is required to be paid to PERS by its members.

- E. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)
- F. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

ARTICLE V. INSURANCE BENEFITS

SECTION 1 - MEDICAL

Active Employees

- 1.01 The City shall pay a maximum of \$1200 per month for employee benefits for all active members and their dependents. Employee benefits include the existing City-provided indemnity and HMO medical plans, dental (with orthodontia), vision, life and psychological insurance. If the total cost of benefits exceeds \$1200, the employee will pay the cost through a payroll deduction.
- 1.02 Employees may elect to opt out of medical insurance coverage and instead receive a monthly taxable cash amount equivalent to 50% of the premium for the plan level in which they qualify at the time prior to opt-out. An employee must provide verifiable proof of alternative coverage in order to opt out. Employees wishing to re-enroll in an available City medical insurance plan may do so only during the "open enrollment period" subject to the medical insurance carrier's evidence of insurability requirements, unless a loss of coverage occurs.

Retirees

- 1.03 For employees hired before July 1, 2011, the City shall pay the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled from among those medical plans provided by the City. This benefit shall be provided to only those employees who meet all of the following criteria:
- A. Employees must have a minimum of five years of full-time service with the City of Redondo Beach
 - B. Must retire and begin drawing pension benefits from a retirement system offered through the City within 19 months of their separation from service with the City
 - C. Must have completed a minimum of 20 years of full-time verifiable service in a public agency at the time of their separation from the City.

The contribution by the City to the medical insurance premium for retirees shall cease on (a) the date the retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare supplemental plans; or (b) the death of the retiree. The premium cost for any additional insurance coverage selected by the retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the retiree selecting any such options. Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

1.04 For employees hired on or after July 1, 2011, the following shall delineate the City's contribution towards medical premium rates, if any:

- A. Employees who retire with 10 years of continuous City service shall receive a contribution equal to 25% of the employee only premium for a health insurance plan available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
- B. Employees who retire with 15 years of continuous City service shall receive a contribution equal to 50% of the employee only premium for health insurance plan available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
- C. Employees who retire with 20 years of continuous City service shall receive a contribution equal to 75% of the employee only premium for health insurance plan available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees;
- D. Employees who retire with 25 or more years of continuous City service shall receive a contribution equal to 100% of the employee only premium for health insurance plan available to City employees, the premium of which does not exceed the average premium of all HMO plans available to retirees.

The contributions provided for in this Section 1.04 shall cease on either: (a) the date the retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare supplemental plans; or (b) the death of the retiree. The premium cost for any additional insurance coverage selected by the retiree including but not limited to dental insurance, life insurance, and dependent medical insurance shall be paid entirely by the retiree selecting any such options.

The benefits provided under this Section 1.04 shall only be offered through the City to individuals who meet all of the following criteria:

1. The employee must retire from City employment and begin receiving pension benefits from the retirement system provided by the City (either through a service retirement or a disability retirement) within 19 months of his or her separation from the City.
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.

3. Upon beginning to receive benefits as a retiree, individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution under this section. Once the City's obligation to provide benefits is terminated, the City shall have no future obligation to provide a retiree with further benefits under this section.

SECTION 2 - DENTAL INSURANCE

- 2.01 The City agrees to provide dental insurance (with orthodontia) and shall make these plans available to active employees and their qualified dependents.

SECTION 3 - PSYCHOLOGICAL HEALTH INSURANCE

- 3.01 The City agrees to provide psychological health insurance and shall make the plan available to active employees and qualified dependents.

SECTION 4 - TERM LIFE AND AD&D INSURANCE

- 4.01 The City shall provide \$50,000 of term life and accidental death and dismemberment insurance and shall make the plan available to active employees. Dependent term life insurance in an amount up to \$1500 shall be made available to their qualified dependents. The City shall provide for an accidental death and dismemberment (AD&D) plan for active employees in the amount of \$50,000; such AD&D insurance shall provide 24 hour coverage.

SECTION 5 - VISION INSURANCE

- 5.01 The City agrees to provide vision care and shall make this plan available to active employees and their qualified dependents.

SECTION 6 - HEALTH BENEFITS COMMITTEE

- 6.01 The City and the Association agree to participate in a joint labor-management committee, comprised of a representative from each of the organizations representing the City's employees and management staff, for the purposes of evaluating the health benefits provided to Association members and recommending modifications to benefits as appropriate. Such recommendations will be advisory on the City and the Association, for discussion at future meet and confer sessions as necessary.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE PLAN

- 1.01 Sick leave shall be considered as a form of insurance intended to provide income continuation during periods of non-occupational illness or injury, and to supplement temporary disability benefits during periods of occupational illness or injury.
- 1.02 All Police Officers irrespective of their initial date of employment with the City, and all Sergeants hired on or after July 1, 1979, who work full-time and are eligible to accrue sick leave hours, shall accrue 10 hours per month for each month of full-time employment up to a maximum of 120 hours of sick leave per year.
- 1.03 The maximum number of sick leave hours that eligible employees may accrue shall be 2080 hours.
- 1.04 Employees who suffer a serious injury or illness may utilize a long-term disability sick leave bank of 2080 non-replenishing hours that shall be available for use following a 30 day qualifying period. During the qualifying period, the employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long-term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 1.05 The Police Chief may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.06 The City shall, as soon as possible after the commencement of the fiscal year on July 1, pay an annual bonus of \$600 to each employee who is eligible to accrue sick leave and who does not use any sick leave, or an annual bonus of \$300 to each employee who uses up to one (1) shift sick leave, during the preceding 12 months. However, an employee may use sick leave for Family Leave (provided for in Article VI, Section 4, below) and such time shall not be considered as "sick leave" for the purpose of determining eligibility for the bonus provided for in this Section. The annual bonus supersedes and shall be provided in lieu of the current incentive program of one shift/day off per year. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus shall be eligible to receive the bonus. Employees who retire on or after July 1, and who qualify for the bonus, shall receive said bonus in their final paycheck.
- 1.07 An employee who is sick and on an approved paid leave day shall not be permitted to substitute sick leave for the vacation, or holiday, or compensatory day; except, however, an illness or injury may be applied to sick leave under any of the following conditions:

- A. The illness or injury requires hospitalization for more than 24 hours;
 - B. The illness or injury requires a prescription; or
 - C. The City Physician certifies that the illness or injury is of such a serious nature as to preclude participation of the employee in those normal activities that are associated with the enjoyment of a vacation, holiday, or day off.
- 1.08 The provisions of this sick leave plan shall apply to all employees and shall supersede and render null-and-void all provisions of Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.

SECTION 2 - SICK LEAVE PLAN FOR SERGEANTS HIRED PRIOR TO JULY 1, 1979

- 2.01 Employees with an initial date of employment with the City on or after July 1, 1969, and prior to July 1, 1979, shall be allocated a maximum of 2080 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2). Employees with an initial date of employment with the City prior to July 1, 1969, shall be allocated a maximum of 4160 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 2.02 The Police Chief may require sick leave verification without prior written notice at any time during a sick leave absence.
- 2.03 Employees who serve continuously in their position with the City throughout the entire fiscal year without utilizing any sick leave, will as a result of the non-use of any sick leave be eligible to receive one shift/day-off with pay. This time-off shall be granted only with the prior approval of the Police Chief and said time-off shall be taken before December 31st following the fiscal year in which the bonus shift/day-off is earned.
- 2.04 Employees who are absent from work on sick leave for a continuous period of 40 working days or more shall not be eligible to accrue any holiday hours for the duration of their illness or injury.
- 2.05 The sick leave plan set forth in this section shall supersede and make null-and-void any and all conflicting provisions of the Redondo Beach Municipal Code, Section 2-3.514(d) related to limits of sick leave with pay.

SECTION 3 - INDUSTRIAL DISABILITY LEAVE

- 3.01 A regularly employed, full-time Police Officer disabled by injury or illness arising out of, and in the course and scope of his or her duties, shall become immediately entitled,

without regard to his or her length of service with the City, to the leave benefits provided by California Labor Code Section 4850.

SECTION 4 - FAMILY LEAVE

- 4.01 Employees shall be eligible to use up to a maximum of six working shifts of accrued sick leave or sick leave from the long-term disability sick leave bank in any one fiscal year for child care, senior care, and/or for those purposes specified in Section 2-3.515 of the Redondo Beach Municipal Code. The reference to "life threatening" as applied to labor and delivery under current administrative practice shall be eliminated; provided, however, that all other administrative procedures and controls shall remain in full force and effect. The leave benefit prescribed in this subsection shall supersede and make null and void the Emergency Family Sick Leave benefit set forth in Section 2-3.515 of the Redondo Beach Municipal Code.
- 4.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of immediate family or to increase pay leave opportunities, but, rather to recognize variations in family structure (e.g. substitute stepmother for mother).
- 4.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, brother, sister, spouse, or legal dependent.
- 4.04 The use of Family Leave hours as provided in this section shall not be considered as a rating factor in a performance evaluation, nor shall Family Leave hours used be included in the calculation of Sick Leave usage for the purposes of a sick leave verification requirement or for the sick leave incentive provided in Article VI., above.

ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The following 10 days are City paid holidays: New Year's Day, Martin Luther King Day, Veterans Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. Observance of these holidays or payment in lieu of their observance shall be provided in accordance with the procedures outlined hereafter in this section.
- 1.02 Holiday leave shall be calculated in hours and accrued at the rate of 125 hours per year.
- 1.03 Holidays shall be deemed to be a "floating" leave entitlement that may be taken at the discretion of the employee subject to the approval of the Police Chief. Absent an unusual occurrence or special circumstances, holiday leave requests shall be approved by the

Police Chief upon receipt provided that such requests are received no less than five days in advance of the date requested by the employee. Approval of requests received by the Police Chief less than five days in advance of the date requested by the employee may be approved on the condition that the employee obtain a suitable replacement. If the Police Chief should receive multiple requests for holiday leave for the same date from employees in the same work unit or watch, leave requests shall be ranked in order by the date and time the leave request is posted. Approval of holiday leave requests may be restricted or denied when it is impractical to find a Replacement employee.

- 1.04 Prior to December 31 of each calendar year, the Police Chief shall notify each bargaining unit member in writing of their unused holiday leave balance. Such notice shall also inform the employee of their obligation to schedule their holiday leave or select a payment option as outlined in section 1.05 of this Article prior to January 31 of the following year.
- 1.05 Payment for unused holidays shall be made by using one of the following options selected by the employee:
 - A. The employee may request cash payment for unused holidays at any time during the calendar year in which such leave time is accrued.
 - B. During January of each year, unused holidays accrued during the previous calendar year and not scheduled for use, or not used by January 31st of each year, shall be converted to cash or to vacation leave. The employee shall have the option to cash out such holiday leave, or to convert holiday leave to vacation leave; provided, however, that if the employee is unwilling, unable, absent, or incapable of selecting an option, all such accrued holiday leave shall be converted to vacation leave by the Police Chief.
- 1.06 It is not required that an employee utilize holiday time to take an approved holiday off. The employee, at their sole discretion, can use vacation on any approved holiday.
- 1.07 The provisions in this section 1 applicable to utilization of paid time off (CTO, holidays and vacation) shall be subject to this restriction. No more than three (3) patrol officers assigned to work the 3/12 schedule may be off work on CTO, holiday or vacation leave simultaneously on the same shift. An exception to this restriction will be made if an additional officer seeking to take paid time off at the same time procures a replacement to work his/her shift.

SECTION 2 - VACATIONS

- 2.01 Officers and Sergeants shall accrue vacation based on their years of full-time employment with the City, or in the case of lateral Officers, based on their years of law enforcement service, as follows:

Completed Years of Service	Annual Accrual Rate	Maximum Accrual
1 through 4	55 hours	110
5 through 6	85 hours	170
7 through 13	125 hours	250
14 or more	165 hours	330

- 2.02 Accrued vacation time shall be earned as an increase or a part of compensation.
- 2.03 Employees will be allowed to cash out up to 60 hours of accrued vacation once per fiscal year.
- 2.04 In the event an employee is unable to utilize vacation due to illness, injury or City emergency, the City will provide a six month extension for the employee to reduce his or her balance to at or below the maximum.
- 2.05 Employees will be encouraged to take vacation time off from work. Employees who are eligible to accrue vacation shall be entitled to take all of the vacation leave accrued in one calendar year in one time block. Vacation leave shall be bid for by seniority by date of hire. The vacation bid schedule will be developed by police management for each patrol deployment period. A deployment period is that portion of a calendar year for which employees bid for their shift assignment. Employees who are eligible to accrue vacation may elect to take up to four holidays with their vacation. These holidays shall be scheduled and guaranteed as time-off when taken in conjunction with a regularly scheduled vacation subject to the restriction that the holiday time shall not be so utilized on the one calendar day immediately before and immediately after the date of Thanksgiving, Christmas and New Year's Day. Vacation schedules for employees outside of a patrol assignment shall be on a calendar year basis. Sergeants in Patrol shall bid for vacations each deployment period by seniority according to their time in rank.
- 2.06 The City Manager may authorize an employee to accumulate vacation in excess of allowed maximum accrual if the employee has planned an approved extended vacation during the next fiscal year and requests such authorization in writing. The City Manager's response shall also be in writing.
- 2.07 The provisions in this section 2 applicable to utilization of paid time off (CTO, holidays and vacation) shall be subject to this restriction. No more than three (3) patrol officers assigned to work the 3/12 schedule may be off work on CTO, holiday or vacation leave simultaneously on the same shift. An exception to this restriction will be made if an additional officer seeking to take paid time off at the same time procures a replacement to work his or her shift.

SECTION 3 - BEREAVEMENT LEAVE

- 3.01 Each employee shall receive 24 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's mother, father, child, spouse, domestic partner, legal dependent, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

SECTION 4 - MILITARY LEAVE

- 4.01 The City shall comply with federal and state law on military leave.

ARTICLE VIII. ASSOCIATION BUSINESS

SECTION 1 - LEAVE

- 1.01 The Association shall be eligible for an initial allocation of 480 hours per fiscal year of leave with pay for the purpose of attending seminars, or conferences relative to employer-employee relations, grievance and disciplinary representation meetings, Board of Directors meetings, and/or other matters related to employer-employee relations. The Association shall provide no less than five working days advance written notice to the Police Chief specifying the dates and hours of leave requested and the personnel involved. Such leave shall be granted upon request, subject to the requirement that the City provide the personnel and level of service necessary to carry out the mission of the agency as determined by the Police Chief. This leave provision shall be exclusive of such reasonable time that may be granted to Association representatives on matters related to wages, hours and other terms and conditions of employment.
- 1.02 Representatives of the Association shall be entitled to be paid at their regular rate of pay for their off-duty time spent meeting and conferring with City representatives on matters related to wages, hours and other terms and conditions of employment. Compensatory time-off shall not be accrued in lieu of pay for any time spent meeting and conferring.
- 1.03 The Police Chief shall assure that on-duty employees who are members of the Board of Directors of the Association are released for meetings of the Board. In order to assure that the Board of Directors of the Association has a quorum with which to conduct business, the Police Chief shall release up to four on-duty members of the Board to attend properly noticed Board meetings. Where the Police Chief releases members of the Board of Directors from duty to attend Board meetings, or determines that additional employees must be called in on an overtime basis to replace Association member(s) who are released to attend meetings of the Board and these employees elect not to be available to be called for service, the aggregate total time required to replace such employees shall be deducted from Association Business Leave at a straight-time hourly rate. However, where on-duty employees remain available to be called for service, no time shall be deducted for such

employees from Association Business Leave. Further, this leave provision shall be exclusive of such reasonable time that may be required for Association representatives to meet and confer with the Police Chief regarding work rules.

- 1.04 The Association shall have the authority to direct the City to deduct leave time from the accrued compensatory time-off and/or accrued vacation of individual members of the Association up to a maximum of four hours per fiscal year per member in increments of no more than one hour or no less than 15 minutes, provided that the member authorizes the deduction. Such leave time as may be authorized to be donated by individual members of the Association shall be credited to Association Business Leave. Individual members of the Association who agree to the donation shall submit a properly executed authorization to the Police Chief using the form provided by the City. Requests by the Association to deduct leave time from individual members shall be limited to a maximum of four requests per fiscal year, and shall be submitted to the Police Chief. The Association will be afforded the opportunity to carry over a maximum of 20 business hours unused during the fiscal year to the next fiscal year for a 30 day grace period only. Any balance of Association Business Leave that remains unused at the end of the fiscal year that is not carried over to the next fiscal year and any amount up to the maximum of 20 business hours carried over not used during the thirty day grace period shall be lost and no monetary remuneration, or other consideration shall be provided to the Association, or to any members of the Association who may have authorized the deduction of accrued leave from their individual leave balances.

ARTICLE IX. PROCEDURES FOR GRIEVANCE AND APPEAL OF ADVERSE

EMPLOYMENT ACTIONS

SECTION 1 – PROCEDURES

- 1.01 A. A grievance shall be defined as a dispute by an employee or the Police Association concerning the application or violation of the terms of this Memorandum of Understanding. An alleged violation of the Police General Orders Manual shall only be subject to this grievance procedure if the provision allegedly violated appears in one of the chapters of the General Orders Manual listed on Exhibit B hereto.
- B. The administrative appeal of an employee from any dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purpose of punishment, or denial of promotion on grounds other than merit, shall be filed directly with the Assistant City Manager within 10 calendar days of receipt by the employee of the notice of disciplinary action, pursuant to section 1.05 of the Article IX.

1.02 Step One - Informal Complaints.

- A. Within 10 calendar days from the occurrence or knowledge of the matter on which the complaint is based, the employee shall present in writing his/her complaint to the Division Commander. Failure to do so shall waive any further grievance rights.
- B. The Division Commander, in consultation with the line supervisor, will review the complaint. Within 10 calendar days from the day of receipt the informal complaint, the Division Commander shall reply in writing to the employee's complaint. If there is no such response, the employee may then proceed to Step Two.

1.03 Step Two - Formal Complaint to Bureau Commander.

- A. Within 10 calendar days of receipt of the answer from the Division Commander to an informal complaint, an employee shall file a formal grievance. An employee waives the right to grieve if the employee does not initiate the procedure by the deadline. Such written grievance shall:
 - 1) Reasonably and adequately describe the grievance and how the employee was adversely affected;
 - 2) Set forth the section(s) of the MOU and/or the Chapter of the Police General Orders Manual listed on Exhibit B hereto that was violated;
 - 3) Indicate the date(s) of the incident(s) grieved;
 - 4) Specify the remedy or resolution to the grievance sought by the employee.
- B. Within 10 calendar days, the Bureau Commander shall give his/her decision in writing to the employee. If there is no such response, the employee may proceed to Step Three.

1.04 Step Three - Formal Complaint to Police Chief

- A. Within 10 days from the employee's receipt of the decision at Step Two, said employee may appeal to the Police Chief. The employee waives the right to proceed if he/she does not act by the deadline. The original copy of the grievance form with the reasons in writing for his/her dissatisfaction with the answer given by the Bureau Commander shall be submitted.
- B. Within 10 days from receipt of the grievance, the Police Chief shall meet with the employee and answer the grievance in writing. The employee may be accompanied by their designated representative at such a meeting.

1.05 Step Four - Arbitration.

- A. Within 10 calendar days from the employee's receipt of the decision in Step Three, the employee may proceed with final and binding arbitration. The employee waives the right to proceed if he or she does not act by the deadline. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Chief, shall be submitted with the request for arbitration to the Assistant City Manager.
- B. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his or her representative shall jointly request a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by coin flip which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator. In lieu of this procedure the parties may mutually agree on selection of an arbitrator.
- C. The costs of the arbitrator and court reporter, if any, shall be shared equally between the City and the Association. However, if the appellant/grievant is not supported by the Association, the costs of the arbitrator and court reporter shall be shared equally between the grievant/appellant and the City. If the binding arbitration process is an administrative appeal as described in Section 1.01(B), under no circumstances shall the employee asserting an appeal be obligated to pay any part of the cost of the arbitrator or court reporter.
- D. Except as provided in Section 1.05(F)(2) below, the arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and/or chapters of the Police General Orders Manual listed on Exhibit B and, if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Police Association also agree that employee suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.
- E. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitration as set forth in this MOU, the arbitrator shall proceed to decide such issue before hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the

same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitration; he/she shall refer the case to the City Manager without a decision or recommendation on the merits.

F. (1) Except as specifically provided in section 1.05(F)(2), all arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Chapter 3, of the Code of Civil Procedure of the State of California, and the provisions of section CCP section 1283.05 shall not be included or applicable to any arbitration proceeding.

(2) If the binding arbitration process is an administrative appeal as described in section 1.01(B), then the arbitration proceeding shall be governed by the following rules. Any proceeding shall (a) be a re-examination of any applicable decision made by City; (b) be conducted by an arbitrator not involved in any initial determination; (c) require a written award of the arbitrator setting forth findings that bridge the analytical gap between the raw evidence and the ultimate decision; and (d) be treated as a de novo proceeding at which no facts are accepted as established, and the proponent of any fact bears the burden of proving it. To the extent not inconsistent with the specific language set forth in this subsection, the arbitration proceedings shall be governed by the provisions of Title 9, Chapter 3, of the Code of Civil Procedure of the State of California, and the provisions of section 1283.05 are specifically included and applicable to such arbitration proceeding. Irrespective of any provisions set forth in section 1.05(D) or otherwise in this MOU, the arbitrator shall have the ability to adopt such additional or further procedural rules and enter such orders that ensure (1) any discovery process prior to the arbitration proceeding meets minimum standards of fairness so that the employee is given a fair opportunity to vindicate public rights, and (2) the arbitration process itself otherwise complies with applicable law.

G. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE X. MANAGEMENT RIGHTS

SECTION 1 - EXCLUSIVE RIGHTS AND AUTHORITY

1.01 The City retains all rights not specifically delegated by this agreement, including, but not limited to the exclusive right to:

A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees;

- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;
- D. Determine the appropriate job classes and personnel by which government operations are to be conducted;
- E. Determine the overall mission of the unit of government;
- F. Maintain and improve the efficiency and effectiveness of government operations;
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency;
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law; and
- I. The exclusive right to provide any municipal service through a contractual arrangement with any private person, business, organization or corporation, or any other government entity.

ARTICLE XI. WORK SCHEDULES AND SENIORITY SHIFT BIDDING

SECTION 1 - POLICY

- 1.01 The Police Chief will continue his/her open door policy on the subject of seniority to be discussed at those times the vacation or shift selection question becomes a concern to the Association.
- 1.02 The City and Association agree to provide for 24 week watch schedules consisting of six four week schedules. Schedules start on Saturdays and conclude on Fridays to coincide with City pay periods. The parties agree that watch schedules may be shortened or extended to coincide with a pay period or with school breaks, but will begin and end in January and July of each year. The bid sheet for each subsequent watch schedule will be posted eight weeks in advance of the start of that watch schedule.

SECTION 2 - SHIFT SELECTION PROCEDURE FOR OFFICERS

- 2.01 Effective July 1, 1979, and as amended effective July 1, 1998, the existing departmental shift selection policy, page two, paragraph four, line two of the Police Department Rules and Regulations, City of Redondo Beach Inter-Office Memorandum authored by Frank V.

Meehan, Police Chief regarding Patrol Deployment dated June 30, 1979 shall now read as follows:

"Once the bids have been completed, there will be only emergency changes in assignment during a watch schedule; however, the Department reserves the right to reschedule any Officer or supervisor when it can be clearly demonstrated that such rescheduling would be in the best interest of both the Department and the affected employee. Such rescheduling shall not be utilized as a punitive measure. Whenever transfers of personnel occur, it may be necessary to change the watch or days off of an officer with less than three (3) years as a sworn Police Officer with the Redondo Beach Police Department to compensate for a vacancy. A similar condition might occur when more than one Officer is scheduled for vacation or training at the same time within a watch. Voluntary mutual trades may be approved for a work period. Re-bidding for days off within a particular watch could occur if transfer of personnel make this action desirable."

- 2.02 Effective July 1, 1998, seniority shall be based on date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department for the purposes of bidding for shift selection, work days, vacation schedules, and any other seniority-based benefits.

SECTION 3 - SENIORITY BID SYSTEMS FOR SPECIAL UNITS FOR OFFICERS

- 3.01 The Association agrees to the establishment of a separate bid system based on seniority, determined by date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department, for Officers within each special unit for K-9, Driving Under the Influence Team (DUI), Motor Officer, and Detectives.
- 3.02 The Association agrees that at the end of the term mutually agreed upon between police management and the employee in a special assignment any reassignment out of such special assignment shall not constitute a disciplinary action.
- 3.03 The Association agrees to a voluntary seniority shift bid schedule established by police management for Crime Scene Investigator (CSI), Field Training Officer (FTO), Community Based Officer (CBO) premium assignments and employees eligible for bilingual pay. The premium paid for CSI and bilingual shall be for designated patrol watches or other departmental units as assigned by police management. There shall be no separate patrol bid schedule to fill these designated assignments or to receive the premium. However, no premium shall be paid unless an employee voluntarily bids into an available assignment on a shift designated by the Police Chief.

SECTION 4 - SHIFT SELECTION PROCEDURE FOR SERGEANTS

- 4.01 Patrol Sergeants shall bid for their shift and days off in accordance with their seniority in rank.

- 4.02 A senior Sergeant shall not have the right to take the days off bid by a junior Sergeant unless the senior Sergeant is reassigned (non-voluntarily) to Patrol Bureau from an outside Patrol Bureau assignment.
- 4.03 Should a senior Sergeant be reassigned (non-voluntarily) to Patrol Bureau, he/she shall have the right to his/her seniority position at the start of the next work period.
- 4.04 The Operations Bureau Commander retains the right to assign any Sergeant to any watch in the event of a situation requiring changes in order to meet deployment needs or in the event of an unforeseen emergency. This right includes changing the normal three watch schedule to the two-watch, 12 hour day, Emergency Plan.

SECTION 5 - 3/12 WORK SCHEDULE

- 5.01 The 3/12-work schedule shall be utilized in the patrol division. At the sole discretion of the Police Chief the 3/12 work schedule shall be implemented in any other unit.
- 5.02 Employees assigned to the 3/12 Work Schedule shall work three (3) consecutive work days of 12.5 hours each. In addition, employees on the 3/12 Work Schedule shall be required to work one (1) ten (10)-hour "payback" day during each twenty eight (28)-day deployment schedule. Except during a workweek in which a "payback" day is scheduled, employees on the 3/12 shall be scheduled for four (4) consecutive days off each week.

Selection of work shift or day will continue to be made according to existing seniority bid rights using the existing six-month deployment bid schedules.

- 5.03 Payback days will be scheduled and utilized as follows:
 - (a) Police management must post a completed work schedule for the next 28-day shift deployment schedule at least 10 days prior to the start of that schedule. This allows employees reasonable notice of their scheduled payback day, which may be at the start of the schedule. Failure to post the schedule within the 10- day requirement may cause a scheduling conflict/hardship on the employee. In that event, the employee may declare a conflict, in writing to the appropriate division Lieutenant, and request a different payback day. Absent an emergency, the Commander shall approve the request. Any disagreement regarding the existence of an "emergency" shall be addressed pursuant to applicable administrative remedies and shall not delay implementation of the payback day of work.
 - (b) Payback days shall be scheduled on the first or last day preceding or following the employee's normal workweek. Payback days will remain flexible within each 28-day shift deployment schedule and thus, an employee may not have the same calendar day each schedule as his/her payback day. Employees may request a specific payback day as outlined in Section 5.03(c). The only exceptions to the scheduling of payback days as outlined in this section are listed in Section 5.03(a), (c) and (e).

(c) Requests for Specific Payback day. Police management will accept requests from employees, on a form or format specified by police management, to be assigned a specific date for the payback day. Police management will attempt to accommodate the request, subject to the department deployment needs. The request must be made no later than 14 days prior to the start of the affected 28-day shift deployment schedule. This section is subject to the provisions of Section 5.03 (e), Quarterly Training Days.

(d) Equitable Assignments. Payback days scheduled for a Saturday, Sunday or holidays listed in Article VII, Section 1.01, shall be made in a fair and equitable basis. The practical effect of this section is to ensure against payback days being utilized as a form of unofficial discipline by assigning certain employees a disproportionate share of payback days during these periods in lieu of assigning other available employees for these periods. Employees have the right to utilize the grievance procedure when assignments do not appear to meet this standard. However, the filing of a grievance shall not operate to enjoin the payback day assignment being worked.

(e) Quarterly Training Days. In order to meet the training needs of the department, police management will have the right to schedule a payback day, each fiscal quarter, as a quarterly training day. After providing adequate notice approximately 45 days prior to the event, police management will schedule the training day to be used for training only. Quarterly training days may be scheduled without regard to an employee's regular days off as defined in Section 5.03(b).

(f) Subject to the emergency needs of the department, no assignment of payback days may be made during any period in which an employee has scheduled a vacation period whether bid for by seniority or approved in advance by police management. 5.04 Rest Periods. The eight hour rest period between hours worked for regular or overtime purposes and the start of the next work shift or day shall be maintained. Any overlap of the eight hour rest period into an employee's next work shift shall be charged to the appropriate paid leave and selected by the employee.

SECTION 6 - 10-HOUR WORK SCHEDULE

Employees not assigned to a 3/12 Work Schedule will work a 4/10 work schedule consisting of four consecutive work days of 10 consecutive hours each workday. Employees may exercise the option to work a different schedule, with the approval of police management, for a period of time agreed to by both the employee and police management.

SECTION 7 - TRAINING

7.01 Department authorized training courses scheduled for eight or more hours of actual training and/or travel time per day shall result in crediting the affected employee with 10

hours of work time per day. However, the designee of the Police Chief may credit an employee with greater than 10 hours in situations where to do otherwise would be a gross inequity. The determination of the designee of the Police Chief in this regard shall be subject to the employee's request for a review of the decision by the Police Chief. The determination of the Police Chief shall be final and binding.

- 7.02 In addition to the provisions of 7.01 above, when an employee must travel more than 50 miles in one direction, the employee may be eligible to be paid for travel time. See the definition of travel time in Article I, Section 1 Sub-Section 1.01. The mileage and drive time will be computed from the employee's residence or from the police station, whichever is closer to the training site. If the Department offers to provide lodging at a multiple day training site and the employee chooses to drive daily to the site of a multiple day training, the employee forfeits any consideration of overtime for travel time. If the employee chooses to drive to a training site when the department offers flight travel, the employee may receive overtime for the equivalent amount of flight travel time, but forfeits any consideration of overtime in excess of the flight travel time determined by the department.
- 7.03 For courses that exceed three days, with a minimum of two weeks advance notice, employees shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule.
- 7.04 For courses that exceed four days, with a minimum of two weeks advance notice, employees assigned to the 3/12 work schedule shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule with the utilization of a 10 hour payback day, if available.

ARTICLE XII. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 - EQUIPMENT

- 1.01 The City shall provide the following equipment as required:
- A. Weapon.
 - B. Uniform leather equipment to include: 1) double-lined belt; 2) double magazine pouch; 3) closed handcuff case; 4) baton loop; 5) key ring loop; 6) holster; 7) four belt keepers.
 - C. Handcuffs.
 - D. Stream light 20 Flashlight or substantial equivalent.
 - E. Rain Gear.
 - F. Baton (or other department authorized impact weapon)

G. Flat Badge.

H. Any safety equipment approved by police management.

I. Retirement badge, furnished within 60 days following retirement.

1.02 The City shall provide the following equipment as required for Motor Officers:

A. Motor Breeches

B. Motor Boots

C. Leather Jacket

D. Motor Helmet

E. Gloves

F. Eye Protection

1.03 All employees assigned cellular/mobile telephones shall be allowed to use up to a maximum 60 minutes per billing cycle for personal use.

1.04 The City shall retain ownership of all equipment and exercise full discretion in selection of type and model of equipment to be provided. Employees presently owning said equipment may relinquish ownership to the City for the fair market value if that equipment meets the specifications established by the Police Chief, or the designee of the Police Chief.

SECTION 2 - PROBATIONARY PERIOD

2.01 The probationary period for lateral entry employees with prior police experience shall be 12 months with a discretionary six month extension if the Police Chief so desires.

2.02 In accordance with the City Civil Service Rules, the probationary period for entry level police officers shall commence upon receiving sworn police personnel status and shall be for a period of 18 months.

SECTION 3 - LIGHT DUTY STATUS

3.01 Upon the recommendation of their treating physician(s), any injured employee, may be required to return to light duty status by the Police Chief. The Chief shall have the right to modify the work hours of any employee on light duty status provided that said employee agrees to the modification in their work hours and/or work shift.

SECTION 4 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

4.01 Each employee shall be eligible, upon request, to receive up to a maximum of \$2000 per person per year, up to a maximum of \$20,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for professional development that is job related including training, exams or fees required to obtain job-related licenses and certificates, membership dues for job related professional organizations. Health club memberships and physical training or self-defense courses are not reimbursable expenses pursuant to this section 4.01 unless enrolling in said health club and/or courses is determined by the Police Chief to provide unit members with information/skills related to training assignments authorized by the Police Chief to be performed by the subject employee.

Requests for reimbursement must be approved in advance by the Police Chief and the Assistant City Manager for payment. Employees shall not be paid salary or overtime for attending such courses; courses shall be taken during non-working hours and on employee's own time.

SECTION 5 - DAYLIGHT SAVINGS

5.01 The City and the Association recognize that twice each year there is a time change to coincide with the start and end of Daylight Savings Time. On the date that the time change occurs the start time for employees not exempt from the payment of overtime will be adjusted accordingly so that the employee works the regular number of hours in a regular shift. In other words, the employee is paid at straight time for actual hours worked during the date that the time change occurs.

SECTION 6 - WORK-OUT TIME

6.01 The City and Association agree to a program providing for an on-duty work-out period for Officers and Sergeants under the following conditions:

- A. The work-out shall be of 30 minutes duration from the time the employee enters the Police Facilities building; the Fitness Center of Aviation Gym or Beach Cities Health District Center for Health and Healing;
- B. The work out shall be conducted during "Code-7" lunch period;
- C. There is no interruption of service to the citizens;
- D. Release time to work-out is at discretion of City;
- E. Individuals may be barred from this program at City discretion if there is evidence of abuse.

SECTION 7 - OPEN DOOR

- 7.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Police Chief. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his or her supervisor and the Police Chief, the employee may submit a written request for action to the Assistant City Manager. The Assistant City Manager or his or her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the Assistant City Manager will take appropriate corrective action.

SECTION 8 - EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

- 8.01 The Rules and Regulations for Administration of Employer-Employee Relations set forth in Resolution No. 6046, are incorporated herein and made a part hereof by this reference.

SECTION 9 - CITY ADMINISTRATIVE POLICIES AND PROCEDURES

- 9.01 The Association agrees to the no smoking regulation dated July 1, 1986, that was discussed during meeting and conferring.
- 9.02 The Association agrees on behalf of those employees and classes it represents to continue to abide by the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, as attached hereto and made a part hereof.
- 9.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31 as follows:

"An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge."

SECTION 10 - CIVIL SERVICE RULES AND REGULATIONS AND SUPPLEMENTS THERETO

- 10.01 The Rules and Regulations for Administration of the Civil Service System of the City of Redondo Beach in effect as of June 30, 1991, in Resolution No. 7309, A Resolution of the Mayor and Council of the City of Redondo Beach, California, Amending the Memorandum of Understanding (MOU) between the City of Redondo Beach and the Redondo Beach Police Officers' Association, are incorporated herein by reference.

Provided, however, that the following provisions shall supersede and make null and void any conflicting provisions in Rule X and Rule XI.

- 10.02 The City and the Association agree to the following wording in Rule X, Section 1, Employment Lists, commencing with line 3:

"The five (5) eligibles with the highest scores on a promotional examination shall be arranged in alphabetical order on the promotional employment list, by last name; other eligibles on the promotional employment list shall be arranged from highest to lowest scores."

- 10.03 The City and the Association agree to the following wording in Rule XI, Section 3, Certification of Eligibles, commencing with line 12:

"If an appointment is to be made from a promotional employment list, the five (5) available eligibles with the highest scores shall be certified in alphabetical order, by last name. If the promotional employment list contains the names of more than five (5) available eligibles, and more than one appointment is to be made at one time, the total number of eligibles certified shall be four (4) plus one (1) additional name for each vacancy to be filled by appointment from the list.

Whenever there are fewer than five (5) eligibles on a list, the Appointing Authority may make an appointment from among these eligibles, or may request a new employment list. Under this circumstance, and when so requested, the Personnel Officer shall conduct a new examination and establish a new employment list."

SECTION 11 - POLICE DEPARTMENT RULES AND REGULATIONS

- 11.01 Officers and Sergeants represented by the Association are entitled to all rights and protections in the Public Safety Officers Procedural Bill of Rights Act, Government Code sections 3300 et seq. and applicable precedential case law interpreting this statute. In addition, all such employees are entitled to all rights and privileges afforded them in the Meyers-Milias-Brown Act, Government Code Section 3500 et seq. to form, join and participate in activities of their recognized employee organization. The removal of the content of Exhibit A-1 of the 2011-2014 MOU between the parties is not to be construed as a waiver of any rights of the employees or the Association as may exist under applicable law.

- 11.02 The Association agrees that the rating system used to evaluate levels of proficiency for various performance factors in the Peace Officer Performance Evaluation form may be utilized to assist in the selection process for reassignment and promotion. The Peace Officer Performance Evaluation form shall not be used to establish the numerical ranking or the numerical score of eligibles on promotional employment lists. The Association acknowledges that the City has the exclusive right to revise the performance evaluation

manual, form(s), and guidelines as the City in its discretion may deem appropriate; provided that such revisions are consistent with the terms and conditions specified in this.

SECTION 12 - SAVINGS CLAUSE

12.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, or if any court of competent jurisdiction has ruled that any language the same as, or substantially similar to, any article, section, subsection, sentence, clause, or phrase of this MOU is invalid or unconstitutional, such offending provision or term shall be severed from this MOU, the MOU shall be interpreted and applied as if such offending provision or term was not a part hereof, and such decision shall not affect the validity of the remaining articles, sections, both the City and the Association. that this MOU shall stand notwithstanding the invalidity of any such term. The term or terms found to be invalid or unconstitutional shall be subject to meet and confer. Any compensable benefit that is declared illegal, unenforceable or void shall be replaced by another benefit of equal or similar value.

SECTION 13 - WAIVER CLAUSE

13.01 Except as specifically provided for in this MOU, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU, and any rights in that respect are hereby expressly waived during the term of this MOU. However, the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from modifications to work rules contained in the Redondo Beach Police Department General Orders.

13.02 At the request of the Association, the City agrees to re-open contract negotiations at any time for the limited purpose of negotiating other additional PERS retirement benefits or options; however, there shall be no modification to this MOU without the written agreement of both parties.

SECTION 14 - SCOPE OF AGREEMENT

14.01 The City and the Association agree that all prior provisions with regard to management rights, wages, hours, and other terms and conditions of employment shall continue in full force and effect to the extent that said provisions are not inconsistent with this MOU.

SECTION 15 - IMPLEMENTATION AND DURATION

- 15.01 This MOU shall be binding on the City and the Association when approved and adopted by the Mayor and City Council.
- 15.02 This MOU shall be in full force and effect from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2016.
- 15.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing, wages, hours, and other terms and conditions of employment between the City and the Association. The matters within the scope of representation set forth herein have been agreed to by both the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 16 - PAYROLL DIRECT DEPOSIT

- 16.01 All employees shall participate in the City's direct deposit program.

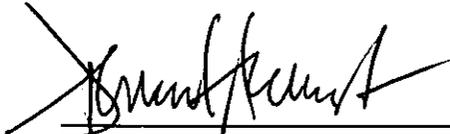
SECTION 17 - CONTRACT REOPENER

- 17.01 Return to Work Policy – During the term of this MOU the City and Association agree to meet and confer to establish a return to work policy for employees who experience industrial or non-industrial illness or injury. There shall be no changes to the return to work policy or to existing policies, procedures or practices regarding return to work issues without mutual written agreement of the parties.

SECTION 18 - JOINT PAYROLL SYSTEMS COMMITTEE

- 18.01 The Association and the City will establish a joint payroll systems committee, comprised of representatives for the Association and the City. The committee will establish procedures to streamline payroll, increase reliability, and increase employee confidence. Changes associated with establishment and operation of this committee shall not reduce the compensation of any employee.

FOR THE ASSOCIATION:



David Arnold, RBPOA President



Ian Miesen, RBPOA Vice-President



Jeffrey Mendence, RBPOA Negotiator



Michael Green, RBPOA Negotiator



Shawn Freeman, RBPOA Negotiator

FOR THE CITY:



Steve Aspel, Mayor

APPROVED AS TO FORM BY:



Michael Webb, City Attorney

ATTEST:



ELEANOR MANZANO, CITY CLERK

Dated this 11 day of FEBRUARY, 2015.



EXHIBIT A

PAY PLAN FOR CLASSES IN THE POLICE & SERGEANTS UNIT

Effective February 7, 2015, the monthly base salaries for the classes listed below shall be set forth as follows. (If July 1, 2015 and/or January 1, 2016 are not the first days of City pay periods, the increase in question shall be effective on the first day thereafter that is the first day of a City pay period.)

TITLE	STEPS				
	A	B	C	D	E
Police Officer					
Effective Feb. 7, 2015	\$4,922	\$5,168	\$5,424	\$5,694	\$5,976
Effective July 1, 2015	\$5,020	\$5,271	\$5,532	\$5,808	\$6,096
Effective Jan. 1, 2016	\$5,120	\$5,376	\$5,643	\$5,924	\$6,218
Police Sergeant					
Effective Feb. 7, 2015	\$6,275	\$6,614	\$6,951	\$7,290	\$7,628
Effective July 1, 2015	\$6,401	\$6,746	\$7,090	\$7,436	\$7,781
Effective Jan. 1, 2016	\$6,529	\$6,881	\$7,232	\$7,585	\$7,937

EXHIBIT B

REDONDO BEACH POLICE DEPARTMENT POLICY MANUAL

LIST OF GENERAL ORDERS MANUAL CHAPTERS SUBJECT TO GRIEVANCE PROCEDURE

The following chapters of the Redondo Beach Police Department Policy Manual, also known as the General Orders Manual, or GOM, and no others, are subject to the grievance procedure contained in the MOU between the City of Redondo Beach and the Redondo Beach Police Officers Association.

- 212 - Electronic Mail and Departmental Mailboxes
- 213 - Electronic Communications Policy
- 216 - Staffing Levels
- 328 - Discriminatory Harassment
- 340 - Disciplinary Policy
- 342 - Department Technology Use
- 347 - Public Activities
- 348 - Court Appearance and Subpoenas
- 350 - Reserve officers
- 357 - Unusual Occurrence Response
- 386 - Off-Duty Law Enforcement Actions
- 388 - Illness and Injury Protection Program
- 402 - Racial Bias Based Profiling
- 426 - Reporting Police Activity Outside of Jurisdiction
- 448 - Mobile Data Computer Use
- 450 - Use of Audio/Digital Recorders
- 700 - Agency Owned & Personal Property
- 702 - Personal Communication Devices

704 - Vehicle Maintenance

812 - Criminal Offender Record Information (CORI)

813 – PIMS

1002 - Evaluation of Employees

1004 - Promotional, Transfer and Special Assignments Process

1010 - Reporting of Employee Convictions

1012 - Alcohol & Drug Use Policy

1014 - Sick Leave Policy

1020 - Personnel Complaint Procedure

1026 - Peace Officer Personnel Files

1031 - Peer Support Program

1032 - Fitness for Duty

1033 - Military Leave

1034 - Meal Periods and Breaks

1035 - Department Vacation Policy

1038 - Overtime Payment Requests

1040 - Outside Employment

1042 - On Duty Injuries

1044 - Personal Appearance Standards

1046 - Uniform Regulations

1049 - Department Badges

1054 - Modified Duty Assignments

1058 - Employee Speech, Expression and Social Networking



MEMORANDUM

Date: April 4, 1975

To: Officer John Gordon, President Police Association

From: Louis J. Sunyich, Chief of Police

Subject: Philosophy Statement of Seniority

The negotiators for the Police Association have requested a statement on the role of seniority on this Department. They would prefer a procedural approach rather than a philosophical one but the former would be a rather tedious task and require considerable effort to include all aspects of the subject. I could never produce such a paper by today when this document was requested to be submitted. Unfortunately, because of its scope, my reply cannot be short and simple however, I will do my best to make it clear.

In the way of background, many police administrators years ago determined that straight or strict seniority only had application to vacations and not to other aspects of police operations such as watch assignments, days off, filling vacancies of higher positions due to absences, etc. Some of the smaller departments like us, failed to adopt such an approach because of one reason or another, but generally because of tradition and a desire not to change. I say this because when I made comment about altering our practice, I felt such emotional resistance I abandoned the attempt. This occurred several times during the past seven years.

The reasoning behind the seniority for vacation only policy is very logical. It is based on management's responsibility to provide the community with trained and experienced personnel on a continued basis and especially at times when experience and records indicate they are needed most. In addition, management is morally responsible to fill certain key positions with the most qualified personnel not the one with highest seniority. In other words, the person who can do the job best.

Following the straight seniority concept we find it is possible for a city to have a greater number of its most inexperienced officers working on a day or at a time when experience indicates the need for the most seasoned and knowledgeable officers to be on duty. A police administrator would be hard put to explain this practice in the event of some investigation being conducted as a result of alleged poor practice by the police at an incident of some consequence.

Some persons will argue that after three or four years on the job an officer is qualified to handle all situations. Therefore, it is not important to have more seasoned officers working on more active shifts or days. Although there is some truth to this approach, it mollifies the very essence of seniority which is based upon the fact that which each experience a policeman gains knowledge and acquires added skills which makes him more valuable and hence deserving of some recognition in the way of seniority. The thinking of those with the above approach I'm sure is that if any officer hasn't learned all about the job in three years or so, he never will. Others might say five years, still others seven, maybe even ten. Who can really arbitrarily fix this time? Is it not possible that some officers don't reach this level at three years or in some cases even five? If there was some validity to the argument shouldn't it be established for the time it is absolutely certain all officers are qualified? Who can establish this with confidence that it would stand under scrutiny.

C-1502-008

Any employer must recognize the needs of all employees not just older ones in respect to morale. Twenty five years or so ago officers lacking adequate seniority were never permitted to ask for a watch, request a certain day off or given a choice of vacation period. Because departments did not grow rapidly in those days, he remained in that position for years actually. This practice was accepted but not liked. It was unfair and had an effect on the family of the concerned officer, hence in the forties many departments dropped the practice and instituted a more favorable policy that permitted the newer employee to at least occasionally have a weekend off or enjoy a major holiday such as Thanksgiving with his family. One way they accomplished this was not to utilize the 5-2 (or now the 4-3) assignment approach. The officer was required to place his request for days off on a form and when he did so, to designate the one group he most wanted to have; the second group that he would like to have and that was all he probably would get. If the officer wanted a given day off, such as Wednesday, to attend school, this was granted but he lost all privileges for the remaining requested days off unless he had an occasional major event such as a marriage anniversary, etc. This procedure permitted everyone to at least one set of days off he desired and not close the door to the newer personnel.

There is no possible way for a dedicated administrator, who is loyal to the principle of providing the best service possible to his community, to accept the filling of certain key positions strictly on the basis of seniority. This applies to the position of watch commander, acting division commander, vice, detectives, planning and research and others. You must attempt to select the person it is felt is most qualified to do the job. To do otherwise is to base the decision on an emotional rather than an objective base. No one could defend it if challenged. On this department if we used the straight seniority policy only one Captain could act as Chief. If we utilized the concept of higher competency, it could be possible that another might be the only one. In either instance only one Captain is satisfied the other two are not as they desire the experience also. Hence, in respect to the staff of this department we have not been applying the seniority principle.

We see then that possibly some consideration of seniority may be given the uniform patrol officers and at the same time not to specialists or staff officers. Weekend assignments in some detective units working a seven day week is given to the newest officer assigned to the unit although he might be the senior officer in respect to time on the job. To do otherwise is easily challenged on several grounds.

In an attempt to compromise and at the same time achieving a reasonable degree of objectivity one department permitted any field officer having seventeen years or more on the job to select his watch assignment but even then not all of his days off. This could be dropped to fifteen years today because of shorter careers.

Another technique, which I think might best work on this department, would be to devise a program for patrol officers that would insure that seniority would apply to watch assignment and days off not more than seventy five percent of the year. In other words for three months a senior employee shall be removed from seniority privileges. During that time he shall have no say in respect to his assignment and little in respect to days off.

To add to all this confusion is the element of rank. In every instance of promotion the concerned employee loses his seniority, this applies to all ranks, possibly including the position of Agent, but certainly that of Sergeant, Lieutenant, etc. Since the Agent position is new, it may be well to point out that like any other rank seniority could be considered to apply only among that position. Hence he might possibly be qualified to receive his seniority consideration before the regular patrol officer. In field operations, he usually possesses certain skills and therefore could be considered to be between the sergeant and patrolman and should be utilized accordingly.

This paper rambles a great deal because it simply records ideas as they appear in my thoughts and has not been edited or reorganized, however, I wanted to indicate there are many factors to be considered before any procedural effort can be made. Some of the aspects deserve the input of others for there are in certain instances more than one approach. In addition, I am sure that in my haste I have omitted

some points that should be included. This will be obvious when further study and discussion of the problem is made.

In conclusion, I would like to state that I question the statement of the negotiators that seniority is a subject of negotiation according to your attorney. I question it only that certain parts, such as vacation assignment, are but others are not. I certainly doubt that any court would rule toward decisions based on feelings, desires and emotions over those based on logic, statistics and experience. No thinking administrator would give up this privilege.

LOUIS J. SUNYICH
CHIEF OF POLICE



MEMORANDUM

Date: June 30, 1979

To: All Personnel

From: Frank V. Meehan, Chief of Police

Subject: Overtime (Amended per Memorandum of Understanding "79/80)

BACKGROUND: It has long been the policy of this Department to limit the amount of off duty overtime to sixteen (16) hours or two (2) working days per week. (Inter-Office memorandum dated July 15, 1968, entitled, "Work Permits for Outside Employment") It was not intended to include court overtime nor that occasional period when an employee works beyond his normal tour of duty because of necessity to complete a task or as directed.

PURPOSE: Days off have long been provided employees to rest or to be with families and friends. To work on such days, even at different tasks, defeats this purpose and experience reflects that it also adversely affects production or the basic job. It is for that reason that Departments such as the police have been permitted to reasonably control this activity. It is further the intent of this directive to require a fair distribution of overtime initiated or distributed by or through any office or unit within this Department.

TYPES OF OVERTIME:

- 1) **BONUS** (Time and a half)
Includes court, official hearings and employment beyond a regular tour of duty.
- 2) **STRAIGHT**
Voluntary City authorized employment and attendance of given training programs.
- 3) **OTHER**
Any activity not covered in this memorandum. The Chief of Police to determine the rate.

COURT TIME:

- 1) **SOUTH BAY COURTS** - Off duty officers appearing at the South Bay Court facility shall receive overtime for their required appearance beginning with the appearance time specified and ending when they are dismissed. If such time is less than two hours (the minimum) the overtime slip shall accurately indicate the exact times involved. This shall include, for example, an arrival time later than indicated on the subpoena or directed by proper order. If required to return after a recess for lunch, said lunch time shall be included, however, no travel time is authorized.
- 2) **OTHER COURTS AND PUBLIC HEARING** - At courts and official hearings other than South Bay, the following travel time will be added. This procedure is mandated because of the variety of residency of employees and includes total travel time, not each way. For Inglewood and Compton Court appearances, sixty minutes travel time will be granted. For Santa Monica, Los Angeles and Long Beach, 1 ½ hour travel time is permitted. Courts and

hearings in San Fernando Valley are allowed two hours travel time. All others are to be determined on an individual basis.

TRAVEL AND OTHER EXPENSES:

- 1) All transportation costs shall be borne by the concerned employee. In unusual cases of extreme distance, numerous participants, unordinary hardship or other compelling reason, the Officer's Division Commander may provide a City vehicle, if one is readily available for transportation purposes. This shall be done on an individual basis and not as a routine practice. In no instances will travel time be granted when mileage is paid or transportation is provided by the City. However, the computation of overtime shall be determined by the portal-to portal method.

THE COMMANDER ADMINISTRATIVE DIVISION SHALL:

- 1) Cause to be posted a roster that clearly reflects the overtime earned by each employee.
- 2) Develop a program that places all overtime on a fair rotation basis. This shall include individuals called upon to fill vacancies at the watch level, as well as those employed at South Bay Center, South Bay Hospital and similar employment.
- 3) Monthly audit such report and submit a report to the Office of the Chief of Police prior to the tenth day of each month.
- 4) Review all overtime requests of personnel under his command and initial same to indicate approval of same.

THE COMMANDER OPERATIONS DIVISION SHALL:

- 1) Review each overtime request submitted by personnel under his command and indicate approval of same in placing his initials on the request submitted.
- 2) Place full responsibility upon the concerned watch commander for substantiating the need to secure replacements for vacancies assuring the same is not done simply as a routine practice but based upon actual need.

THE COMMANDER INVESTIGATIVE SERVICES DIVISION SHALL:

- 1) Review all requests for overtime submitted by personnel under his command and indicate approval of each by placing his initials on the request submitted.

**FRANK V. MEEHAN
CHIEF OF POLICE**



MEMORANDUM

Date: June 30, 1979
To: All Personnel
From: Frank V. Meehan, Chief of Police
Subject: Patrol Deployment

The primary purpose for having a definite plan for deployment of patrol manpower is to provide the public with the very best coverage possible in order to meet workload demands.

As a result of a discussion between City and Police Administration and the Police Association the procedure outlined below was implemented September 13, 1975, and through meetings with the Association Board of Directors, over time, as well as the most recent M.O.U. have been modified to read as follows:

This procedure of selecting watches and days off recognizes the officer's seniority as well as instilling in each officer a feeling of participation in the Department.

Watch schedules consist of twenty six (26) week periods, starting on Saturdays and concluding on Fridays to coordinate with the City pay periods. The bid sheet for each subsequent watch schedule will be posted eight (8) weeks in advance of the effective date. Schedules are the responsibility of the Field Operations Division.

Work periods are twenty eight (28) days each. Work periods provide for convenience of scheduling: Posting days off, holidays, vacations, and timekeeping. Each work period shall be posted at least two (2) weeks in advance of the effective date.

Watch Commanders will bid for their watch by seniority in rank for each watch schedule. Days off will be coordinated with sergeants on the same watch.

Sergeants will bid for their watch by seniority in rank for each watch schedule. Days off will be coordinated with sergeants on the same watch.

Agents will bid for their watch and days off by seniority in rank for each watch schedule. Should agents have the same seniority in rank; seniority will be determined by their placement on the promotional list.

Officer with three (3) years or more on the Department will bid for their watch and days off by seniority in rank for each watch schedule.

Officers who have passed probation, but with less than three (3) years service, will be assigned to watches by the Field Operations Division commander. The Commander may allow any portion of this group to bid with the more senior officers when numbers permit. The purpose here is to prevent having too many new officers working on the same watch.

Officers still on probation (18 months) will be assigned to watches by the Field Operations Division Commander for work periods. The purpose here is to expose each new officer to all of the watches, and to work with various training officers, thus allowing adequate observations and proper evaluation.

No special consideration will be given to officers attending school. By being able to bid for a particular watch for an extended period of time, it should be possible to arrange classes.

Once the bids have been completed, there will be only emergency changes in assignment during a watch schedule; however, the Department reserves the right to reschedule any officer or supervisor when it can be clearly demonstrated that such rescheduling would be in the best interest of both the Department and the affected employee. Such rescheduling shall not be utilized as a punitive measure: Whenever transfers of personnel occur, it may be necessary to change the watch or days off of an officer with less than three (3) years service to compensate for a vacancy. A similar condition might occur when more than one officer is scheduled for vacation or training at the same time within a watch. Voluntary mutual trades may be approved for a work period. Rebidding for days off within a particular watch could occur if transfers of personnel make this action desirable.

All changes made to a watch schedule or work period must be approved by the Field Operations Division Commander.

The Field Operations Division Commander retains the right to assign any lieutenant, sergeant, agent or officer to any watch in the event of a situation requiring changes in order to meet deployment needs or in the event of an unforeseen emergency. This right includes changing the normal three (3) watch schedule to the two (2) watches twelve (12) hour day, emergency plan.

Frank V. Meehan
Chief of Police



MEMORANDUM

Date: April 21, 1980
To: Frank V. Meehan, Chief of Police
From: Charles J. Post, III, City Attorney
Subject: Gratuities Addressed to Police Association

By memo dated 2/22/80 you asked for advice concerning your action to return a check you received made out to the association, apparently in gratitude for services rendered.

In my opinion, the rules which prevent individual officers from receiving gratuities would apply with equal force to prevent the receipt of gratuities by the Association. The payment to the association is just a little less personalized. Such payment creates the same risk that the public might perceive them to be required to receive protection, and the same risk that officers might be encouraged to solicit them.

Rule 23, of the Department Manual of Rules, by prohibiting members or employees from accepting directly or indirectly gratuities which might tend to influence the actions of a member or employee in any matter of police business, or tend to cast an adverse reflection on the Department or any employee, is broad enough to prohibit gratuities to the association.

Therefore, I believe your action was correct, and would be defensible were you to do it in the future.

Charles J. Post, III
City Attorney

CITY OF REDONDO BEACH

**DRUG-FREE WORKPLACE
EMPLOYEE NOTICE**

The Federal Drug-Free Workplace Act of 1988 requires all employers who receive federal grants to establish policy for a drug-free workplace. The details of the policy are defined by the Act. This policy is effective March 18, 1989.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace by any employee of the City of Redondo Beach is prohibited.

Any employee convicted of being in violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §12) while in the workplace will be subject to progressive discipline procedures up to and including discharge. Disciplinary procedures may include that the employee participate in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency. Such action will be taken within thirty (30) days following receipt of a conviction notice.

The City has established a drug-free awareness program to educate employees which consists of video tapes, audio tapes and reading materials available to all employees to inform all employees of the City's policy of maintaining a drug-free workplace. These materials address the dangers of workplace drug abuse. The City also makes available drug counseling and rehabilitation or employee assistance programs through the medical and psychological health programs provided by the City.

EMPLOYEE STATEMENT

As a condition of employment, I have read the above Employee Notice and I agree to abide by the policy's terms. I agree to notify the City of Redondo Beach of any conviction for a violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §12) occurring in the workplace. Such notification will occur within five days of conviction. I understand that any conviction for a violation of any federal or state criminal drug statute occurring in the workplace will be grounds for discipline up to and including discharge.

Employee Name

Employee Signature

Date

10.31
03/18/89 03/18/89 DRUG-FREE WORKPLACE
03/18/89 03/18/89 Personnel
03/18/89 Issue

I. PURPOSE AND SCOPE

- A. To establish the policy and procedures for achieving a Drug-Free Workplace.

II. GENERAL

- A. On November 18, 1988, President Reagan signed into law the Drug-Free Workplace Act of 1988. The Act's effective date is March 18, 1989. From that date forward, federal contractors and grant recipients must certify to the contracting or granting agency that they will ensure a "drug-free workplace" in order to be eligible for federal contracts and grants.

III. PROCEDURES

- A. The City will notify each employee in writing that the unlawful manufacture, distribution, dispensation, possession and unlawful use of a controlled substance in the workplace is prohibited. Please see Exhibit A.
- B. Employees shall be required to sign a statement (Exhibit A) agreeing to abide by this policy's terms and to notify the City of any conviction for a violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §12) occurring in the workplace. Such notification must occur within five (5) days of conviction. The City will then notify the contracting/granting agency within ten (10) days of receipt of an employee conviction notice or upon otherwise receiving actual notice of such convictions.
- C. An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge.

Disciplinary procedures may include that the employee participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency. Such action will be taken within thirty (30) days following receipt of a conviction notice.

- D. The City has established a drug-free awareness program to educate employees which consists of video tapes, audio tapes, and reading materials available to all employees and to inform all employees of the City's policy of maintaining a drug-free workplace. These materials address the dangers of workplace drug abuse. The City also makes available drug counseling and rehabilitation or employee assistance programs through the medical and psychological health programs provided by the City. The penalties for drug abuse violations are stated in Exhibit A to this Administrative Policy and Procedure.

IV. EXCEPTIONS

Nothing in this procedure shall be construed to require the Police Department, if the Chief of Police determines it would be inappropriate in connection with undercover operations, to comply with the provisions of this procedure.

- V. AUTHORITY - By authority of the Assistant City Manager.


R. H. Griest
Assistant City Manager