

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH POLICE OFFICERS ASSOCIATION

(POLICE MANAGEMENT UNIT)



July 1, 2015 to June 30, 2018

Per Resolution No. CC-1510-074



MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH
AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION

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 Lieutenant and Captain.



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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 B.
- B. **CITY:** Shall mean the City of Redondo Beach.
- C. **CHIEF OF POLICE:** Shall mean the Chief of Police or the designee of the Chief.
- D. **CITY MANAGER:** Shall mean the City Manager or the designee of the City Manager.
- E. **DAYS:** Shall mean calendar days except where working days are expressly specified.
- F. **EMPLOYEE:** Shall mean persons who serve full-time and are appointed to the full-time positions of Lieutenant or Captain, unless specifically noted as otherwise.
- G. **EXTRA COMPENSATION PAY:** Shall mean one and one-half times (1.5) the employee's regular rate of pay.
- H. **FISCAL YEAR:** Shall mean the 12 month period from July 1st through June 30th.
- I. **MOU:** Shall mean Memorandum of Understanding.
- 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 Chief of Police. 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 FURLOUGH or FURLOUGH TIME OFF: One or more hours of required unpaid leave taken on a consecutive or intermittent basis.
- O. WORK PERIOD: Shall mean a period between seven and 28 consecutive days long set by the City Manager.
- P. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

ARTICLE II. RECOGNITION & TERM OF AGREEMENT

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 Lieutenant and Police Captain.
- 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 three years (July 1, 2015 to June 30, 2018).

ARTICLE III. COMPENSATION

SECTION 1 - PAY PLAN

- 1.01 The base rates of pay for Lieutenant and Captain shall be as reflected in exhibit B to this MOU. These include and reflect incorporation of marksmanship pay as set forth in Article III section 5.01 plus a 3% increase in base pay effective August 22, 2015; conversion of holiday pay to base pay effective December 26, 2015, as set forth in Article VII section 1.01; and a 1.5% increase in base pay effective July 1, 2017.
- 1.02 The City will conduct a classification and compensation survey during the term of this agreement for the positions of Police Lieutenant and Police Captain with no prior commitments on implementation of any recommendations or findings identified in the survey. The City agrees it will afford the Association the opportunity to meet and confer on the selection of comparator agencies for the survey. A copy of the survey once completed will be provided to the Association.

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 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.



- 3.02 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.
- 3.02 Upon completion of the education requirements, a Lieutenant or Captain shall be entitled to educational incentive pay in addition to the employee's base pay (as listed on Exhibit B) plus any longevity pay as stated in section 7.03 of this Article to which the employee may be entitled exclusive of all other premiums and pays, 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. | 5% |
| 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 | 10% |
| 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 - ACTING STATUS PAY

- 4.01 When an employee is temporarily absent from his or her assigned duties because of illness or other reasons, the Chief of Police 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 Chief of Police.
- 4.02 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 Chief of Police or his designee.
- 4.03 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, the Duty Commander, or Chief of Police. No Acting pay will be provided for less than one full shift of Acting duty.
- 4.04 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 5 - MERIT PAY

- 5.01 The marksmanship pay increment is hereby deleted but the amount thereof (\$480 per year/\$0.2308 per hour per employee) has been incorporated into base salary as reflected in exhibit B hereto.
- 5.02 A Merit Pay Plan is established to recognize and reward outstanding performance and encourage employees to continue to meet or exceed expectations set by the Police Chief. The Police Chief shall have the sole and absolute authority to determine which employees receive a Merit Pay increase and the amount thereof, if any. The decision of the Chief is final and is not grievable or otherwise subject to challenge.



For current PMU members, upon ratification of the MOU and adoption by the City Council, the Police Chief shall establish objectives for each employee. The Police Chief will consider any input by the subject employee in establishing such objectives. The determination by the Chief on the employee's entitlement to Merit pay based on the employee's satisfaction of such objectives pursuant to this provision shall be in October 2015. The Chief shall then award the employee a merit pay increase, onto base pay, of up to a maximum of 5% of base pay effective October 31, 2015.

This opportunity shall also be available to future members of the Association. During the first full six calendar months after the member has reached the top of the pay range for the rank of Lieutenant and/or Captain the Chief will establish objectives for the employee with input from the subject employee. The Chief shall then award the employee a Merit Pay increase, onto base pay, of up to a maximum of 5% at the end of the sixth month period based upon satisfaction of such objectives. This opportunity and process shall also be available to any current Lieutenant who promotes to the rank of Captain and reached top of the pay range for Captain.

The goal and objective setting process for the determination of merit pay shall be in the Police Chief's sole and absolute discretion and shall not be subject to challenge.

SECTION 6 - CLOTHING ALLOWANCE

- 6.01 Captains and Lieutenants shall receive a clothing allowance of \$850 per year. Said payment shall be made upon appointment to Captain or Lieutenant and upon the anniversary date of said appointment thereafter.
- 6.02 Clothing Allowance is not compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the PERS regulations.

SECTION 7 - LONGEVITY PAY

- 7.01 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.
- 7.02 The effective date of a longevity pay increase shall be the beginning of the pay period following the date of eligibility.
- 7.03 In addition to an employee's base pay (as listed on Exhibit B), 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, above the employee's base rate of pay, as follows:

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 8 - OUTSIDE EMPLOYMENT

- 8.01 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 Department Head.

Employees seeking permission to perform outside employment shall apply in writing to the Department Head and Assistant City Manager for approval on the form provided by the City. Outside employment shall not be approved if there is an actual or potential conflict of interest, an appearance of impropriety, or if such outside employment 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.

This policy is intended to compliment the General Order convening outside employment, and both apply to all bargaining unit members.

- 8.02 A non-probationary employee may work up to a maximum of 24 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.
- 8.03 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 Chief of Police may grant an exception during an emergency circumstance or extreme demonstrated need.

SECTION 9 - AUTOMOBILE POLICY

- 9.01 As of the effective date of this Memorandum of Understanding any unit members occupying the classifications of Police Lieutenant and Police Captain shall receive an automobile allowance in the amount of \$250 per month, paid bi-weekly at \$115.38 per pay period, in lieu of being provided a take-home vehicle. The Chief of Police shall have the unrestricted option to provide any effected employees occupying said classifications with a take-home City vehicle in lieu of the monthly automobile allowance. The timing of provision of a take-home City vehicle to any effected employees shall be at the sole discretion of the Chief of Police. However, immediately upon the provision of a take-home vehicle to any effected employees, the employee(s) in receipt of the vehicle shall immediately cease receipt of the \$250 monthly automobile allowance.

Captains and Lieutenants provided with a take home vehicle may transport non-employees in the assigned City vehicle within the City of Redondo Beach or when coming or going to work on a direct route, or to/from a City sponsored event at which their presence is required or attending such event in an official capacity, or outside of the City for work-related purposes such as attending a conference, training, or other meetings. Prior to transporting any family members, Captains and Lieutenants shall have on file a Waiver & Indemnity Agreement with the City's Risk Manager.



SECTION 10 - SPECIAL EVENT COMPENSATION

- 10.01 Lieutenants are eligible to work for extra compensation at one and one-half (1 ½) times the employee regular rate of pay for any outside event approved by the Chief of Police for which the City is directly and fully reimbursed by a third party.
- 10.02 Captains may also work overtime for reimbursed events subject to the following conditions:
- a. A maximum of 104 hours per fiscal year;
 - b. A Captain desiring to work overtime for reimbursed events shall do so in accordance with the established procedures for assigning such overtime to Officers, Sergeants and Lieutenants, including being placed in the mandatory overtime rotation system;
 - c. A Captain will perform the same duties as any other Officer, Sergeant or Lieutenant assigned to such overtime events.
 - d. These provisions allowing Captains to work overtime shall expire June 30, 2016.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 - EMPLOYEE CONTRIBUTION

- 1.01 Except as otherwise provided in this Article, during the term of this agreement, the City will pay the employee (or member) contribution to the Public Employees' Retirement System (CalPERS) for employees receiving benefits under the Tier I and Tier II Local Police Officer benefit plan, in the amount of 9% of reportable salary, said amount to be paid into each employee's account per Government Code Section 20691.

SECTION 2 - PERS RETIREMENT

- 2.01 Employees who are first employed by the City in the local police officer membership classification on or before June 29, 2012 are eligible to participate in Tier I Local Police Officer benefits. Employees who are first employed by the City in the local police officer membership classification on or after June 30, 2012 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. 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." The City shall pay no portion of the member contribution. 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

In addition to the 3% @ 50 benefit formula provided for in Section 2.02 of this Article, the following options will be available to employees participating in the Tier I Local Police Officer benefit 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 December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

- E. Employer Paid Member Contributions as Compensation (Section 20692)
 - 1. In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the Tier I employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Lieutenant and Captain. 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 said pay rate increase exceed the amount of the normal member contributions that are 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

In addition to the 3% @ 55 benefit formula provided for in Section 2.03 of this Article, the Tier II Local Police Officer Plan shall have the same options benefits as those contained in the Tier I Plans, except that the an employee's final compensation shall be calculated using the a three-year average method. The option of calculating an employee's benefits based on a one-year final compensation period (Government Code Section 20042) shall not be available under the 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 prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

- D. Employer Paid Member Contributions as Compensation (Section 20692)
 - 1. In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the Tier II employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Lieutenant and Captain. 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 said pay rate increase exceed the amount of the normal member contributions that are 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)



SECTION 4 - DEFERRED COMPENSATION

4.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 - MEDICAL

1.01 The City shall pay a maximum of \$1,230 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 \$1,230, 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.

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, and provide this benefit to only those employees who retire with a minimum of 20 years of full-time service with the City and/or full-time employment with a public agency that can be verified by the Assistant City Manager.

This benefit shall be provided to only those employees who meet all of the following criteria.

- A. Eligible employees must have a minimum of five years of full-time service with the City of Redondo Beach, and
- 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, and
- 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 the earlier of either: (a) the date said 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 Employees hired on or after July 1, 2011 shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by an employee's years of continuous service with the City, as follows:

- A. Employees who retire with 10 years of continuous City service shall receive a contribution equal to 25% of the employee only premium for the least expensive health insurance plan available to City employees;
- B. Employees who retire with 15 years of continuous City service shall receive a contribution equal to 50% of the employee only premium for the least expensive health insurance plan available to City employees;
- C. Employees who retire with 20 years of continuous City service shall receive a contribution equal to 75% of the employee only premium for the least expensive health insurance plan available to City employees;
- 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 the least expensive health insurance plan available to City employees.

The contributions provided for in this Section 1.04 shall cease on the earlier of 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 immediately begin receiving pension benefits from the retirement system provided by the City upon separation (either through a service retirement or a disability retirement);
- 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. Individuals receiving benefits 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 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 \$1,500 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 Lieutenants and Captains 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 2,080 hours.
- 1.04 A Lieutenant or Captain hired on or after July 1, 1979, who suffers a serious injury or illness may utilize a long-term disability sick leave bank of 2,080 non-replenishing hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, said 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 Chief of Police 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 shift sick leave, during the preceding 12 months. However, an employee may use sick leave as bereavement leave or for Family Leave (provided for in Article VII, 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 LIEUTENANTS AND CAPTAINS HIRED PRIOR TO JULY 1, 1979

- 2.01 Employees with an initial date of employment with the City prior to July 1, 1979, shall be allocated a maximum of 4,160 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 Chief of Police 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. Said time-off shall be granted only with the prior approval of the Chief of Police 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, grandparent, grandchild, brother, sister, spouse, legal dependent, domestic partner or child as defined by AB 1522.
- 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 shall be recognized as 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. Holiday pay is deleted effective January 1, 2016, and the six percent (6%) holiday pay shall be added to base salary effective with the pay period beginning December 26, 2015, and reflected in Exhibit B, and shall be reported to PERS as compensation.
- 1.02 Prior to December 31, 2015, the Chief of Police shall notify in writing those employees who have accrued unused holiday leave for the 2015 calendar year. Such notice shall also inform the employee of their obligation to schedule their holiday leave, or select a payment option outlined in this Section prior to January 31, 2016. This benefit shall end as of midnight December 31, 2015.
- 1.03 Payment for unused holidays in calendar year 2015 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 2016, unused holidays accrued during calendar 2015 and not scheduled for use, or not used by January 31, 2016, 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. This benefit shall end as of midnight December 31, 2015, subject only to the provisions of this paragraph.

1.04 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.

SECTION 2 - VACATIONS

2.01 Employees 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 | 124 |
| 5 through 6 | 85 hours | 191 |
| 7 through 13 | 125 hours | 281 |
| 14 or more | 165 hours | 371 |

2.02 Accrued vacation time shall be earned as an increase or a part of compensation. Vacation leave shall not be accrued in excess of the Accrual Limit indicated above.

2.03 Effective July 1, 2013, for Fiscal Year 2013-14 and continuing each fiscal year thereafter, employees will be allowed to cash out up to 80 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. Vacation schedules for employees outside of a patrol assignment shall be on a calendar year basis.

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.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME

- 3.01 Lieutenants and Captains shall be exempt from the payment of overtime, the exception being the Special Event Extra Compensation specified under Article III - Compensation, of this Memorandum of Understanding.
- 3.02 Employees permanently appointed to the classes of Police Captain and Police Lieutenant may, at the discretion of the Chief of Police, receive Authorized Professional Time (APT) of 10 days per year. The City Manager may grant time off in excess of these limits in exceptional cases.
- 3.03 APT usage is based on pay period cycles, rather than fiscal or calendar year. Employees may access their yearly allotment beginning the first day of the pay period which includes January 1. The yearly allotment must be used by the last day of the pay period cycle for the year.

ARTICLE VIII. ASSOCIATION BUSINESS

SECTION 1 - LEAVE

- 1.01 The Association shall be eligible for an initial allocation of 120 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 Chief of Police 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 Chief of Police. 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. The Police Officers Association (Police Management Unit) may transfer 20 hours per fiscal year of this benefit to the Police Officers Association (Officers and Sergeants).
- 1.02 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 Chief of Police 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 Chief of Police. 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 the maximum of 20 business hours carried over not used during the 30 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. GRIEVANCE PROCEDURE

SECTION 1 - PROCEDURES

- 1.01 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 and Police General Orders Manual.
- 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 their supervisor. Failure to do so shall waive any further grievance rights.
- B. Within 10 calendar days from the day of receipt of the informal complaint, the supervisor 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 Chief of Police.
- A. Within 10 calendar days of receipt of the answer from the supervisor to an informal complaint, an employee shall file a formal grievance. A grievance shall not be deemed to be properly filed unless it is completed on official and appropriate forms supplied by the Police Department. An employee waives the right to grieve if said 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 Police General Orders Manual which 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 days from receipt of the grievance, the Chief of Police shall meet with the employee and answer the grievance in writing. The employee may be accompanied by their designated representative at such a meeting.
- 1.04 Step Three - Arbitration.
- A. Within 10 calendar days from the employee's receipt of the decision in Step-Two, the Association may proceed with final and binding arbitration. The Association waives the right to proceed if it 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 of Police, 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. Costs of the arbitrator and court reporter, if any, shall be shared equally, fifty-fifty by the City and the Association.
- D. 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 Police General Orders Manual, 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. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.
- 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 Chief of Police 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 LIEUTENANTS

- 2.01 Patrol Lieutenants will bid for their watch by seniority in rank for each watch schedule.
- 2.02 The Operations Bureau Commander retains the right to assign any Lieutenant 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, twelve-hour day, emergency plan.

SECTION 3 - 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 4 - TRAINING

4.01 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 Chief of Police may credit an employee with greater than 10 hours in situations where to do otherwise would work a gross inequity.

The determination of the designee of the Chief of Police in this regard shall be subject to the employee's request for a review of the decision by the Chief of Police. The determination of the Chief of Police shall be final and binding.

4.02 In addition to the provisions of 4.01 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.

4.03 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.

4.03 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 the immediate supervisor of the next highest rank.
 - 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 Chief of Police, or the designee of the Chief of Police.

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 Chief of Police so desires.

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 Chief of Police. The Chief of Police shall have the right to modify the work hours of any employee on light duty status to an Administrative work schedule if appropriate to the light duty assignment or if it reasonably accommodates the work restrictions.

SECTION 4 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 4.01 Each employee shall be eligible, upon request, to receive up to a maximum of \$2,000 per person per fiscal year 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.

Requests for reimbursement must be approved in advance by the Chief of Police 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 employees 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 - OPEN DOOR

- 6.01 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 Chief of Police. 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 Chief of Police, 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 7 - EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

- 7.01 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 8 - CITY ADMINISTRATIVE POLICIES AND PROCEDURES

- 8.01 The Association agrees to the no smoking regulation dated July 1, 1986, that was discussed during meeting and conferring.
- 8.02 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.
- 8.03 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 9 - CIVIL SERVICE RULES AND REGULATIONS AND SUPPLEMENTS THERETO

- 9.01 The Rules and Regulations for Administration of the Civil Service System of the City of Redondo Beach in effect as of June 30, 1991, as heretofore set forth in Exhibit A-5 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.

- 9.02 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".

- 9.03 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 10 - POLICE DEPARTMENT RULES AND REGULATIONS

- 10.01 Lieutenants and Captains represented by the Redondo Beach Police Officers Association are entitled to all rights and protections in the Public Safety Officers Procedural Bill of Rights Act, Government Code section 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 recognized employee organizations of their choice. The removal of the content of Exhibit A-1 of the 2014-2015 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.
- 10.02 The Association agrees to the chapters of the Police Department Rules and Regulations as set forth in Exhibit A attached hereto and made a part hereof.
- 10.03 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.



SECTION 11 - SAVINGS CLAUSE

11.01 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, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Association that this MOU shall stand notwithstanding the invalidity of any part. The term or terms found to be invalid or unconstitutional shall be subject to meeting and conferring.

SECTION 12 - WAIVER CLAUSE

12.01 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 Administrative Directives and the Redondo Beach Police Department Policy Manual.

SECTION 13 - SCOPE OF AGREEMENT

13.01 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 14 - IMPLEMENTATION AND DURATION

14.01 This MOU shall be binding on the City and the Association when approved and adopted by the Mayor and City Council.

14.02 This MOU shall be in full force and effect from the first day of July 1, 2015 and shall remain in full force and effect up to and including June 30, 2018.

14.03 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 15 - PAYROLL DIRECT DEPOSIT

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



SECTION 16 - CONTRACT REOPENERS

- 16.01 Update Civil Service Rules During the term of this agreement, the City and Association agree to meet and confer to update the Civil Service Rules pertaining to Association members.
- 16.02 Grievance Process During the term of this agreement, the City and Association agree to meet and confer on issues regarding the nature and scope of the grievance process.
- 16.03 Changes to PERS Law During the term of this agreement, the City and Association agree to meet and confer to update provisions of the agreement pertaining to PERS Law if there is a change to State Law that affects the provisions in the agreement.

FOR THE ASSOCIATION:

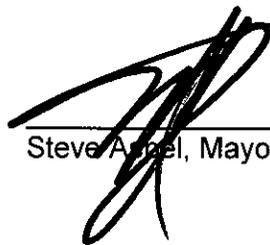


David Arnold, RBPOA President



Paul Wrightsman, Police Management Unit
Lead Negotiator

FOR THE CITY:



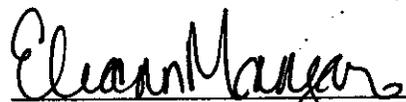
Steve Angel, Mayor

APPROVED AS TO FORM BY:



Michael Webb, City Attorney

ATTEST:



ELEANOR MANZANO, CITY CLERK



EXHIBIT A

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 (Police Management Unit).

- 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



EXHIBIT B

PAY PLAN FOR CLASSES IN THE POLICE MANAGEMENT UNIT

Effective August 22, 2015, the monthly base salaries for the classes listed below shall be set forth as follows:

| TITLE | | |
|-------------------|------|---------|
| Police Lieutenant | 6777 | - 8795 |
| Police Captain | 7710 | - 10014 |

Effective December 26, 2015, the monthly base salaries for the classes listed below shall be set forth as follows:

| TITLE | | |
|-------------------|------|---------|
| Police Lieutenant | 7184 | - 9323 |
| Police Captain | 8173 | - 10615 |

Effective July 1, 2017, the monthly base salaries for the classes listed below shall be set forth as follows:

| TITLE | | |
|-------------------|------|---------|
| Police Lieutenant | 7292 | - 9463 |
| Police Captain | 8296 | - 10774 |



RESOLUTION NO. CC-1510-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS ASSOCIATION (POLICE MANAGEMENT UNIT) FOR THE PERIOD JULY 1, 2015 TO JUNE 30, 2018

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach Police Officers Association (Police Management Unit) ("PMU") and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to permanent positions in the PMU Bargaining Unit; and

WHEREAS, the MOU with PMU adopted by City Council on September 15, 2015 included typographical errors in the MOU's monthly salary schedule ("Exhibit B") that require correction; and

WHEREAS, representatives from PMU and the City have engaged in good faith negotiations and reached agreement on the revised figures included in Exhibit B; and

WHEREAS, the attached MOU when adopted would allow for execution of a corrected MOU for the period July 1, 2015 to June 30, 2018; and

WHEREAS, said MOU is not binding until approved by the Mayor and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the MOU with PMU approved via Resolution CC-1509-069 by the City Council on September 15, 2015 is hereby revoked, rescinded and made invalid.

SECTION 2. That the MOU, attached hereto and made a part hereof, between the City and PMU for the period beginning July 1, 2015 and ending June 30, 2018 is hereby adopted.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.



PASSED, APPROVED, AND ADOPTED this 6TH day of October, 2015.



Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

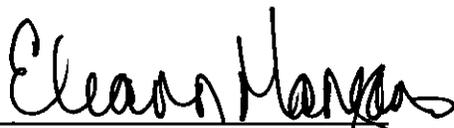
I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1510-074 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 6th day of October, 2015, by the following vote:

AYES: GINSBURG, BRAND, HORVATH, SAMMARCO, EMDEE

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Eleanor Manzano, City Clerk

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

