

RESOLUTION R22-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES ESTATES AND THE PALOS VERDES ESTATES PUBLIC SERVICE EMPLOYEES' ASSOCIATION SETTING FORTH TERMS AND CONDITIONS OF EMPLOYMENT AND ESTABLISHING COMPENSATION FOR EMPLOYEES REPRESENTED BY PUBLIC SERVICE EMPLOYEES' ASSOCIATION.

THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. *Approval of Memorandum of Understanding.* The City Council of the City of Palos Verdes Estates, by adoption of this Resolution, hereby approves the Memorandum of Understanding between the City of Palos Verdes Estates and the Palos Verdes Estates Public Service Employees' Association, attached hereto as Exhibit A and incorporated herein by this reference, and adopts as the terms and conditions of employment for the classifications within the bargaining unit represented by the Palos Verdes Estates Public Service Employees' Association the terms and conditions set forth in the Memorandum of Understanding.

SECTION 2. *Certification.* The City Clerk shall certify to the passage and adoption of Resolution R22-34 and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 13th day of September, 2022.


VICTORIA LOZZI, Mayor

ATTEST


KYLYNN CHANEY, City Clerk

APPROVED AS TO FORM



TREVOR RUSIN, Interim City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA SETTING FORTH POLICIES AND PROCEDURES WITH REFERENCE TO THE CLASSIFICATION AND COMPENSATION OF POSITIONS WITHIN THE PUBLIC SERVICE EMPLOYEES ASSOCIATION WHICH INCORPORATES THE AGREEMENT CONTAINED IN THE MEMORANDUM OF UNDERSTANDING

The City Council of the City of Palos Verdes Estates, California does resolve, declare, and determine as follows:

SECTION 1. TERM

The City and the Association agree that the term of this Memorandum of Understanding ("MOU") shall commence with its adoption by resolution of the City Council of the City of Palos Verdes and shall continue in effect through June 30, 2024.

SECTION 2. COMPENSATION AND ALLOWANCES

2.1 Basic Salary Schedule

- (a) The schematic schedule of salary ranges and steps listed constitutes the compensation plan.
- (b) Salaries prescribed are monthly rates. In those positions where it is more appropriate to pay on an hourly or daily basis, the hourly and daily rates shall be shown.
- (c) Salaries or compensation shall be payable for all positions in two equal bi-weekly installments.
- (d) Monthly base salaries paid to represented employees shall be as set forth in Appendix "A".

{Appendix A is attached}

2.2 Administration of the Compensation Plan

- (a) Normally, and as a general rule, employees may be considered eligible for increase in salary according to the following general plan:
 - (1) The letters A, B, C, D, E, F, and G, respectively denote the various steps in the pay range.
 - (2) Salary Step "A" will be paid upon initial employment for a period of one (1) year, which period shall be considered to be the employee's probationary period.

- (3) Salary Step "B" will be paid upon completion of one (1) year of employment in Salary "A" where the employee has demonstrated satisfactory job progress and normally increasing productivity.
 - (4) Salary Step "C" will be paid upon completion of one (1) year of employment in Salary Step "B" when the employee has demonstrated satisfactory job progress and normal increasing productivity.
 - (5) Salary Step "D" will be paid upon completion of one (1) year of employment in Salary Step "C" where the employee has convincingly demonstrated job progress and productivity which are above average for the class and the Department Head has filed with the City Manager a written statement certifying such progress and productivity, and the City Manager approves said Step increase.
 - (6) Salary Step "E" will be paid upon completion of one (1) year of employment in Salary Step "D" where the employee has convincingly demonstrated job progress and productivity which are substantially above average for the Class, and the Department Head has filed with the City Manager a written statement certifying such progress and productivity, and the City Manager approved said Step increase.
 - (7) Salary Step "F" will be paid upon completion of one (1) year of employment in Salary Step "E" where the employee has convincingly demonstrated job progress and productivity which are substantially above average for the Class, and the Department Head has filed with the City Manager a written statement certifying such progress and productivity, and the City Manager approved said Step increase.
 - (8) Salary Step "G" will be paid upon completion of one (1) year of employment in Salary Step "F" where the employee has convincingly demonstrated job progress and productivity which are substantially above average for the Class, and the Department Head has filed with the City Manager a written statement certifying such progress a productivity and the City Manager approved said Step increase.
- (b) Initial employment at a Salary Step higher than "A" may be recommended by the Department Head and approved by the City Manager when a particularly difficult recruiting problem is found to exist, or on the basis that a candidate possesses outstanding job qualifications.
 - (c) In any case where by reason of unusual circumstances rigid adherence to the foregoing principles related to salary adjustment would cause manifest injustice, the Department Head shall recommend and the City Manager may make such order as in his/her discretion is proper.
 - (d) Public Service Employees whose classifications provide an opportunity for promotion to a higher classification with similar duties (Receptionist to Senior Receptionist and Senior Secretary to Deputy City Clerk) shall be afforded the opportunity for promotion to said classifications when:
 1. The employee has passed their third anniversary in City service and;

2. The employee merits promotion based on their annual review and job performance in the year following the third anniversary of their employment.

2.3 Application of Compensation Plan to Positions

The Salary Schedule for the respective classes of positions as set forth in Appendix "A" with such amendments as may be adopted by the City Council from time to time, shall have the force and effect and shall be interpreted and applied as follows:

- (a) The salaries or rates of compensation are fixed on the basis of full-time service in full-time positions unless otherwise designated.
- (b) The rates of pay prescribed shall be deemed to include pay in every form, except for necessary expenses authorized and incurred incidental to employment or except as herein provided.
- (c) Where a salary range for a given class or for several classes is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative Step in the new range.
- (d) All monthly compensation shall be paid in even dollars rounded off to the nearest even dollar.
- (e) Effective the first full pay period following the effective date of the MOU, the base salary ranges for the represented classifications shall be those set forth in "Appendix A".
- (f) Effective the first full pay period following July 1, 2023, each step in the salary ranged for represented classifications shall be increased by three percent (3%).

2.4 Merit Pay

- (a) Employees who have been employed with the City of Palos Verdes Estates on a fulltime basis for five (5) years shall become eligible to receive an additional two and one half percent above their regular Basic Salaries shown in Appendix A contained herein at the conclusion of their fifth year.

Employees who have been employed with the City of Palos Verdes Estates on a fulltime basis for ten (10) years shall become eligible to receive an additional five percent above their regular Basic Salaries shown in Appendix A contained herein at the conclusion of their tenth year.

Employees who have been employed with the City of Palos Verdes Estates on a fulltime basis for fifteen (15) years shall become eligible to receive an additional seven and a half percent above their regular Basic Salaries shown in Appendix A contained herein at the conclusion of their fifteenth year.

Employees who have been employed with the City of Palos Verdes Estates on a full-time basis for twenty (20) years shall become eligible to receive an additional ten percent above their regular Basic Salaries shown in Appendix A contained herein at the conclusion of their twentieth year.

- (b) Public Service Employees Association - The Merit Pay Plan described shall not apply to employees hired on or after July 1, 1987. Any part-time employee working for the City prior to July 1, 1987 shall have all benefits as full time employees hired before July 1, 1987, should he/she become a full-time City employee by June 30, 1989.

2.5 Acting Pay

- (a) Employees who are temporarily assigned to a higher position than that permanently employed within shall be compensated at the rate provided for the higher position upon the completion of the temporary assignment pursuant to the City's Personnel Rules and Regulations.
- (b) Maintenance Workers who are temporarily assigned to the Maintenance Foreman position shall receive 5% additional pay above their base salary if the temporary assignment lasts 3 consecutive days or more. The Additional pay shall be retroactively paid upon the first day of the temporary assignment.

2.6 Certification Recognition Payment Program

- (a) The Certification Recognition Payment Program is intended to provide incentive for employees in eligible classifications to obtain and maintain "certification of expertise" in the various disciplines related to their respective job class specifications. The City will provide a Certification Recognition Payment (CRP) for possession of job-related certifications that are voluntarily achieved and above the minimum job class specifications requirement.
- (b) Maintenance Worker is the only classification eligible for this benefit.
- (c) Payment of Seventy-Five Dollars (\$75) per month, to be paid with the second paycheck of each month. The CRP shall be the same regardless of the number of certificates that an employee obtains.
- (d) Employees are responsible for submitting an application and copies of certifications or renewal certifications in order to receive certification pay.
 - (1) Employee must complete a Certification Request Form and obtain approval from the division supervisor and Department Head. The form must be then forwarded to Human Resources along with a copy of the eligible certification.
 - (2) Human Resources will review the form and notify the employee if the certification pay request is approved or denied after review and approval from the City Manager.

- (e) Certification Recognition Payment is effective through the duration of the certification and may therefore be terminated upon the expiration of the certificate. If the employee must be recertified, he/she must complete the renewal of certification process by the following the process as outlined above.

2.7 Boot Allowance

- (a) Full-time Streets and Parks Department employees, including Maintenance Workers and Code Enforcement Officers, shall receive an annual safety shoe allowance of \$350.
- (b) Payment of the allowance shall be made in two equal installments of \$175 paid in October and April of each year, subject to the requirement that the employee provide a receipt for a covered item for reimbursement.
- (c) Covered items include boots, boot dressings, laces, boot guards, socks, insoles and related items.

2.8 Books and Tuition Reimbursement

- (a) Eligibility: Unit employees who have worked for the City for two (2) years or more shall be eligible for reimbursement for books and tuition as is provided in this section. Books and tuition reimbursement shall not be available to employees who are hired after the effective date of this MOU.
- (b) Eligible employees shall be reimbursed for the full cost of tuition and books for courses taken at an approved college, university, technical school, or other accredited educational institution upon completion of said course or courses with a final passing grade of "C" or better. Course or courses shall be related to the class positions in which the Association member is employed, and shall be approved by the Department Head and City Manager prior to registration or enrollment. The City Manager and Department Head shall determine what constitutes "course or courses related to class of positions".
- (c) Reimbursement shall not exceed the resident tuition fee for seven (7) or more units (full-time status) currently charged by the California State University, Long Beach. The difference between tuition actually incurred and tuition charged by California State University, Long Beach, for seven (7) or more units (full-time status) shall apply to books purchased. There shall be no tuition buy back. The full life-time book and tuition reimbursement cap for any eligible employee shall be \$25,000. If an employee who received book and tuition reimbursement voluntarily separates from City employment prior to the CalPERS minimum retirement age, he/she shall repay the City any book and tuition reimbursement that the City provided to the employee in the 36 months prior to such retirement. The total amount of reimbursement paid by the City to one or more members of the unit shall not exceed \$30,000 in any fiscal year. Requests for reimbursement will not be approved for amounts in excess of the individual cap or the annual cap (\$30,000) for the unit.

- (d) Prior to enrollment in a course or courses. Employees who intend to submit future tuition reimbursement requests must complete FORM I, which is available through the Human Resources Department. FORM I must be approved by the Department Head and City Manager prior to submission of any request for reimbursement. Upon approval of FORM I, reimbursement requests must be submitted on FORM II, which is available through the Human Resources Department.

2.9 Overtime

- (a) Employees are entitled to overtime compensation at the rate of one and one-half times the employee's regular rate of pay for all time worked over 40 hours in his or her work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating overtime pay. However, if a holiday which results in the closure of the City occurs on an employee's regularly scheduled work day, the hours the employee would have but did not work will count toward the 40-hour threshold.

Even if an employee would not otherwise be entitled to overtime pay because he or she has not worked more than 40 hours in his or her workweek, an employee will be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of the employee's regularly scheduled shift when a manager or supervisor mandates it. Excess hours worked with the permission of a manager or supervisor but which are not mandated shall not entitle an employee to any additional pay except when the employee has worked more than 40 hours in their workweek as stated above. An employee shall not be entitled to greater than one and one-half times their regular rate of pay under any circumstances, including if an employee is mandated to work hours as a result of duties that must be completed in excess of their regularly scheduled shift and have worked more than 40 hours in their workweek.

- (b) It is the policy of the City of Palos Verdes Estates to avoid the necessity of overtime work whenever possible.
- (c) All Association members now entitled to overtime pay shall be compensated at the rate of time and one-half for overtime, or in lieu thereof, take compensatory time off at a time approved by the Department Head. The total number of hours of compensatory time accrued at any one time shall not exceed thirty-six (36) hours.
- (d) A maximum of up to eighty (80) hours maximum per fiscal year of comp time may be accumulated by Association members and may be used with the approval of the Department Head.
- (e) In those departments in which regular shift assignments require an employee to work on an observed holiday, such employee shall have credited as overtime the hours equivalent to those which he/she worked on the holiday and he/she shall be given credit for the holiday hours unused to be used within the year it is earned.
- (f) Maintenance Worker employees who, while off duty, are called in to work outside regular work hours, shall be paid in cash or compensatory time off for a minimum three (3) hours at time and one half the employee's regular rate of pay.

2.10 Ratification Bonus

In the first full pay period following the effective date of the MOU, the City shall provide full-time employees in the bargaining unit a one-time ratification bonus in the amount of \$2,000.

In the first full pay period following the effective date of the MOU, the City shall provide part-time employees in the bargaining unit a one-time ratification bonus in the amount of \$1,000.

2.11 Retention Bonuses

(a) Effective the first full pay period following June 30, 2023, the City shall provide a one-time retention bonus to each bargaining unit member who is employed by the City on June 30, 2023. The retention bonus amounts are as follows:

1. \$2,000 to full-time employees; and
2. \$1,000 to part-time employees.

(b) Effective the first full pay period following June 30, 2024, the City shall provide a one-time retention bonus to each bargaining unit member who is employed by the City on June 30, 2024. The retention bonus amounts are as follows:

1. \$2,000 to full-time employees; and
2. \$1,000 to part-time employees

SECTION 3. INSURANCES

3.1 Health and Life Insurance Benefits

(a) The City shall maintain a medical, dental, vision and life insurance program. The medical insurance shall have no more than \$100.00 deductible per individual. The Association agrees to the following dollar caps as the amount the City will contribute toward the purchase of medical, dental, vision, life insurance and accidental death & dismemberment program and employee assistance program:

- (1) Effective the first full month following the effective date of the MOU, the cap on the City's contribution towards employee health coverage shall increase from \$1,523 per month to \$1,673 per month.
- (2) Thereafter, on July 1 of each successive year of the contract, the cap on the City's contribution towards employee health coverage shall be increased by a percentage equal to half of the percentage increase, if any, of the City's combined annual medical insurance premium. For example, if the City's combined annual medical insurance premium increases by 10 percent, then the cap on the City's contribution towards

employee health coverage would be increased by five (5) percent. If there is no increase in the combined medical insurance premium, then the cap will remain the same.

- (b) The City shall make available to full time employees an Optical Insurance Program. The City shall pay 100% of the insurance premium for employees only. Dependent coverage shall be made available with 100% of the insurance premium paid by the employee. Any costs in excess of these amounts shall be the obligation of the employee.
- (c) The City shall make available to personnel within the Public Service Employees Association a Deferred Compensation Plan. The City shall not contribute any amount toward any employee account of such plan.
- (d) The City shall make available to personnel within the Public Service Employees Association a Long Term Disability insurance plan. The City shall pay for the plan.

3.2 Workers' Compensation Provisions

City employees who are injured or have an illness as a result of a work-related incident, shall be entitled to Workers' Compensation benefits, in addition to family medical leave benefits, as appropriate. Injured or ill workers as a result of a work-related incident must use sick leave after the third day of absence as a result of work-related illness or injury. Thereafter, upon the exhaustion of sick leave balances, employee may choose to use any additional leave balances. Compensation to be paid shall be offset by any disability payments paid under Worker's Compensation benefits.

3.3 Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

3.4 Medicare

- (a) Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any portion thereof.
- (b) In the event the City and its other employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to "pick-up" any portion thereof.

SECTION 4 RETIREMENT PROVISIONS

4.1 In-Service Retirement

The City will provide retirement compensation benefits through the California Public Employee Retirement System ("CalPERS") for eligible employees. Employees shall pay their entire statutory share of required retirement contributions. There shall be no employer paid member contribution on behalf of any employee.

(a) Classic Members. For all employees, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:

1. The retirement plan between the City and CalPERS provides for the "2% at 55" retirement formula for all eligible Classic Members.
2. The City has contracted with PERS to provide the "single highest year" financial compensation formula for eligible Classic Members.
3. Each active "Classic Member" shall pay 100% of their Member Contribution.
4. Pursuant to Government Code section 20516(f), classic employees shall contribute an additional 1.0% of their reportable compensation to reduce employer contributions to CalPERS. The cost-sharing shall continue beyond the term of the MOU, unless and until it is removed via the meet and confer process, such that cost-sharing contributions shall continue past the expiration of the MOU.

(b) New Members. For all eligible employees who are deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:

1. The retirement plan between the City and CalPERS provides for the "2% at 62" retirement formula for all eligible New Members hired after January 1, 2013.
2. For the purpose of determining an employee's retirement benefit, final compensation shall mean the highest average pensionable compensation earned during thirty-six (36) consecutive months of service.
3. Each active "New Member" shall pay fifty percent (50%) of the total normal cost of the retirement benefit, which will fluctuate from time to time as the amount is determined by CalPERS.

(c) All such contributions shall be deposited in the member's retirement account.

(d) PERS Survivor Benefit, Level C, shall be provided members of the Association and all non-sworn City employees who participate in PERS, contingent upon approval by vote of a simple majority of all non-sworn City employees. A ballot shall be distributed to all non-sworn employees after July 4, 1994. The 1959 Survivor Benefit shall require a contribution from the employees and a contribution from the City.

4.2 Retiree Medical Insurance

The City shall pay a maximum of \$275 per month as a retiree health stipend to Association members who retire pursuant to a service retirement after completing twenty (20) years of service with the City of Palos Verdes Estates. A retiree may continue on the City's medical insurance plan throughout the tenure of COBRA or obtain medical insurance elsewhere during such period. Thereafter, the retiree shall obtain medical insurance elsewhere. The retiree shall be reimbursed monthly effective the first date of the month after retirement date. Retiree must submit proof of insurance upon date of retirement and each July 1 thereafter in order to continue to receive Retiree Health stipend. Retiree is obligated to report any lapses of coverage to the City which may temporarily or permanently forfeit the Retiree Health stipend. Upon notice of lapses or termination of coverage, the City may not pay the monthly stipend until proof of insurance is received and insurance is current. This benefit is available until such time as the retiree is eligible for Medicare benefits.

The retiree health stipend shall not be available to employees who are hired after the effective date of this MOU.

SECTION 5. LEAVE PROVISIONS

5.1 Vacation

- (a) Every full time employee shall be allowed vacation leave with pay at the rate of ninety-six (96) hours each year. No vacation shall be given during the first six (6) months of employment, but on successful completion thereof, vacation time shall be allowed for time of service rendered. Should an employee leave the City service prior to the completion of six months, he/she shall not be entitled to be paid for vacation credits earned during his/her employment.
- (b) It is the general policy of the City that vacations be taken during the year following the year earned. Vacations shall, however, be scheduled by the Department Heads so as not to interfere seriously or impair the efficiency of the various departments and when determined to be in the best interest of the City.
- (c) Earned vacation time shall not be accumulated beyond the year following the year which it is earned. If it is determined by the Department Head to be impractical for an employee to take his/her vacation during the year following the year in which it is earned, the Department Head shall advise the City Manager thereof, prior to the expiration of such vacation right. The City Manager may approve payment in lieu of vacation.
- (d) Full time employees shall begin to accrue one additional day of vacation following the completion of five (5) consecutive years in the City service, and eight (8) additional hours of vacation for each completed year of service beyond five (5) years, not to exceed a maximum of one-hundred-sixty (160) hours vacation per year.
- (e) Permanent part-time employees who have completed three (3) years of City service shall be eligible for fifty-six (56) hours paid vacation leave per year proportionate to the hours worked by an employee working forty (40) hours per week.

- (f) An employee about to resign, about to retire, or who is said to be laid off, and who has earned vacation to his credit, shall be paid for such hours of vacation remaining due on the effective date of such resignation, retirement, or lay-off provided he/she has completed one full year of employment.
- (g) Holidays occurring during a vacation shall not be counted as a day of vacation.
- (h) Members of the Association may receive vacation pay prior to departure for vacation providing that payday falls during the vacation period the Member is away. Request for advance payment must be made in accordance with procedures established by the Finance Department.
- (i) The City shall provide notice to each employee at least once per year of the vacation accrual rate and the vacation cap applicable to that employee, who shall be individually responsible for requesting, utilizing, and tracking his/her vacation leave.

5.2 Holidays

(a) Holidays for all officers and employees of the City of Palos Verdes Estates, as the term is herein used, shall be:

January 1st (New Year's Day)

The third (3rd) Monday in February (Washington's Birthday)

The last Monday in May (Memorial Day)

July 4th (Independence Day)

The first Monday in September (Labor Day)

November 11th (Veteran's Day)

Thanksgiving Day

The Friday after Thanksgiving

December 25th (Christmas Day)

- (b) If any of the foregoing holidays fall upon a Sunday, the Monday following shall be observed as a holiday. Holidays falling on Saturdays shall be observed on the preceding Friday. Holidays falling on an employee's regularly scheduled day off may not be credited.
- (c) Association members who have completed a minimum of one (1) year in City service shall be credited with two (2) floating holidays.

- (d) Employees shall be permitted to accrue two (2) floating holidays for one (1) year following the year in which earned, so that total accrued floating holidays shall not exceed six (6) days.
- (e) In those departments in which regular shift assignments require an employee to work on an observed holiday, such employee shall be given credit for the holiday hours unused to be used within the year it is earned.
- (f) Permanent part-time clerical employees (those who work twenty (20) or more hours per week) who are members of the Association and have worked for the City for one year or more shall be afforded holiday pay in proportion to the number of hours they would normally be scheduled to work on the holiday.
- (g) For an employee whose normal day off falls on a holiday recognized under this MOU, the City will provide the employee a day of paid leave to be used within one-hundred-eighty (180) days of the holiday. If the employee does not use the day of paid leave within one-hundred-eighty (180) days of the holiday, the employee will lose the day of paid leave.

5.3 Sick Leave with Pay

- (a) Each full time regular City employee may be granted eight (8) hours of sick leave with pay for each calendar month of service on the submission of satisfactory proof of the necessity of sick leave.
- (b) Permanent part-time employees who have completed three (3) years of City service shall be eligible for up to forty-eight (48) hours paid sick leave per year. Such paid sick leave shall be proportionate to the hours worked by the part-time employee relative to a full-time employee.
- (c) When an employee is sick and unable to report for work, he/she shall notify the appropriate department supervisor of his/her inability to report for work. Such notification shall be made as near 9:00 A.M. as possible.
- (d) No employee shall be entitled to receive any sick leave with pay until he/she has been continuously employed for a period of six (6) months. Upon satisfactory completion of the six-month period, the employee shall be credited with six days of sick leave.
- (e) Sick leave shall not be considered as a right or privilege which the employee may use at his/her discretion, but shall be granted only in case of a bona fide illness of an employee or a covered family member, including a child, parent, spouse or registered domestic partner, grandparent, grandchild or sibling. An employee may only use in any calendar year a maximum of forty-eight (48) hours sick leave to attend to a family member's illness.
- (f) Holidays occurring during sick leave shall not be counted as a day of sick leave.

- (g) Sick leave may not be granted unless the request for such sick leave credit is accompanied by a physician's written certification as to the necessity thereof. The Department Head may, at his/her discretion waive the requirement if in his/her opinion the illness or injury is bona fide.
- (h) No payment shall be made for accumulated sick leave at the time of termination from employment, except upon honorable retirement.
- (i) Upon honorable retirement from employment, Association members shall be entitled to receive a payment of 75% of accumulated sick leave above 120 days (960 hours).
- (j) Employees who use less than forty (40) hours of sick leave in a calendar year shall be permitted to cash out the number of hours used less than 40 at 100% of the member's base hourly rate of pay, provided that at the time of cash out, the member maintains a balance of not less than 480 hours (60 days) of sick leave and satisfies the other conditions provided below:

Once per year, beginning in calendar year 2022, employees requesting to cash out sick leave shall make an irrevocable election to do so.

The irrevocable election shall be submitted in writing to the Department Head and City Manager on or before December 15, 2022 and every December 15th thereafter, and shall indicate the number of hours of sick leave that the employee expects to use in the following calendar year. If this number is less than forty (40) hours, the employee may request to cash out the difference between the amount of leave that the employee expects to use and forty (40) hours.

The cash out shall occur once annually, in December 2023 (first payday in December), and every December thereafter, based on employees' sick leave usage in that year and their sick leave cash out election for such year.

In the event that an employee uses more sick leave than they indicated that they would, the City shall cash out the difference between the number of hours of sick leave that the employee used in the calendar year and forty (40) hours, except where the employee used more than forty (40) hours of sick leave in which case the employee would not receive any cash out.

- (k) After the effective date of this MOU, no employee shall be permitted to accrue more than 1,000 hours total hours of sick leave.

Any member who has accrued more than 1,000 hours prior to the approval of this MOU by the City Council shall not accrue any more sick leave until their leave balance falls below the cap.

Any employee who has accrued more than 1000 hours of sick leave as of the effective date of this agreement may cash out up to 200 hours of their accrued sick leave at

seventy-five percent (75%) of their hourly rate on a one-time basis. An employee who is eligible for the one-time cash out must do so within sixty (60) calendar days.

5.4 Bereavement Leave

In the case of a death or serious illness of a member of the employee's immediate family, compassionate sick leave may be granted up to a maximum of five (5) days upon the recommendation of the Department Head and approval of the City Manager. Immediate family shall include an employee's Mother, Father, Sister, Brother, Husband, Wife, Children, Grandchildren, Grandparents, Mothers-in-Law, Fathers-in-Law, Brothers-in-Law, Sisters-in-Law. Compassionate sick leave shall be deducted from the employee's sick leave days. Three (3) paid bereavement days shall not be deducted from the employee's sick leave days.

5.5 Jury Duty

- (a) Association members shall be eligible for a maximum of ten (10) working days of paid jury duty leave per calendar year.
- (b) Permanent part-time employees shall be eligible to receive paid jury duty proportional to hours worked.

5.6 Leave buy-back Provision

Department Heads shall make every attempt to minimize and manage the accumulation of leave hours.

- (a) Buy-back of accumulated leave hours shall only be permitted on the recommendation of the Department Head with the approval of the City Manager.
- (b) Buy-back will only be permissible when the employee has an accumulation of 200 or more vacation, holiday, and compensatory time hours on the books.
- (c) There must be a remaining balance of at least 100 hours after the buy-back is granted.
- (d) An employee may buy-back a maximum of 100 hours in any twelve month period.
- (e) An employee who sells back accrued leave may elect to either: (1) receive cash at the employee's regular rate of pay; (2) contribute to a Retiree Health Savings Plan; (3) contribute to a 457 deferred compensation plan; or (4) any combination of the above. The budgetary constraints of the department dictate whether or not a buyback will be allowed.
- (f) In addition to the above enumerated conditions, effective upon the adoption of this MOU, employees may only sell back accumulated leave if they adhere to the following conditions.

Once per year, beginning in calendar year 2022, employees requesting to sell back leave shall make an irrevocable election to do so.

The irrevocable election shall be submitted in writing to the Department Head and City Manager on or before December 15, 2022 and every December 15th thereafter, and shall indicate the number of hours of leave that the employee expects to accrue in the following calendar year that the employee wants to sell back (not to exceed 100 hours).

The sell back/cash out shall occur twice annually, in July (first payday in July) and December (first payday in December) of the subsequent calendar year, and the employee must indicate the total amount of hours they want cashed out in July and December.

Regardless of the number of hours requested to be cashed out at either time, the most the City can cash out is the number of hours accrued and available to the employee in that calendar year to date.

5.7 Catastrophic Leave

- (a) Employees may donate, on an hour-for-hour basis, vacation, holiday, sick and/or compensatory leave time, to City employees who have exhausted all available accrued leave time due to a major medical condition for the receiving employee or his/her immediate family members in accordance to a mutually agreed upon policy.
- (b) All donations of paid leave time must be reviewed by Human Resources and approved by the donating employee's Department Head and the City Manager.

SECTION 6. HOURS OF WORK

- (a) The City shall operate on a Nine-Eighty (9/80) work schedule for all full time employees of the unit on a trial basis through June 30, 2019. At that time, the City may revert back to a 5/40 work schedule. This schedule shall consist of four consecutive nine-hour days with the fifth consecutive day as an eight-hour day or a regular day off. The eight-hour day and the regular day off shall alternate from week to week. The workweek for employees on the Nine-Eighty (9/80) schedule shall commence at the middle of the eight hour day and end at the middle of the regular day off. During the interim trial period, the City will study the impacts of the Nine-Eighty (9/80) work schedule on sick leave and vacation leave usage and may propose in the future to impose lower caps and/or reduce or eliminate sick leave cash-outs.
- (b) Daily hours of work (or shifts) for employees within the departments shall be assigned by Department Heads as required to meet the operational requirements of said departments.
- (c) Monthly compensation shall be based on a forty (40) hour work week and no authorization may be made for an employee to work less than said 40 hours without directly proportionate decrease in compensation.

(d) Any foreseeable absence or other deviation from regular working hours desired by an employee shall be cleared in advance by the Department Head and such absence shall be noted on the employee's time record.

SECTION 7 INCOMPATIBLE ACTIVITIES

No full time employee of the City shall engage in any occupation or outside activity which is incompatible with his or her employment by the City. Any employee shall inform his or her Department Head of the time required and the nature of such activity and the Department Head shall determine whether or not such activity is incompatible with City employment. Such approval shall be in writing and a copy forwarded to the City Manager for final authorization.

SECTION 8. MAINTENANCE OF BENEFITS

Except as otherwise provided in this Memorandum of Understanding, all wages and hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the entire term of this Memorandum of Understanding unless mutually agreed to by both parties.

SECTION 9. COMPLETE AGREEMENT

The Memorandum of Understanding expressed herein, in writing, constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions

SECTION 10. RECOMMENDATION FOR APPROVAL TO COUNCIL

Subject to the foregoing, this MOU is hereby agreed to be recommended for approval by the authorized representative of the City and the Association


PUBLIC SERVICES
EMPLOYEE ASSOCIATION



Steve Beard,
President, Public Services
Employees Association

10/11/22
Date

CITY OF
PALOS VERDES ESTATES



Mark Prestwich,
City Manager,
City of Palos Verdes Estates

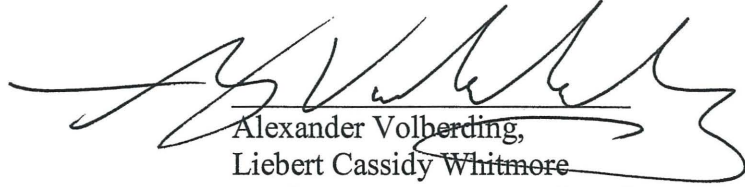
10/11/2022
Date

Jacqueline Campbell

Jacquelyne Campbell,
Vice-President, Public Services Employees
Association

10/11/22
Date

APPROVED AS TO FORM:


Alexander Volberding,
Liebert Cassidy Whitmore
Lead Negotiator for the City of
Palos Verdes Estates

10/7/2022
Date

Vicky Barker
Vicky Barker,
City Employee Associates
Lead Negotiator for the Public
Services Employees
Association

10/7/2022
Date

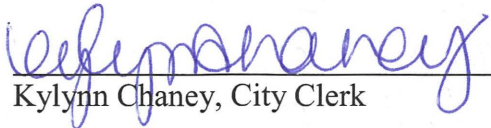
APPENDIX A
Attachment A
SALARY SCHEDULE FY 2022-23
Effective First Full Pay Period after September 13, 2022

	A	B	C	D	E	F	G
Code Enforcement Officer	5434	5707	5994	6293	6606		
Deputy City Clerk	5434	5707	5994	6293	6606		
Financial Analyst	5758	6045	6347	6664	6997	7347	7715
Maintenance Worker	3878	4074	4278	4491	4716	4954	5203
Office Specialist	3392	4243	4456	4677	4913	5157	
Permit Technician	4242	4454	4676	4912	5158	5417	5687
Receptionist	3177	3334	3503	3679	3861		
Senior Clerk Typist	3837	4029	4231	4443	4666		
Senior Receptionist	3578	3762	3949	4146	4354		
Senior Secretary	4432	4654	4886	5130	5388	5658	

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF PALOS VERDES ESTATES)

I, Kylynn Chaney, City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R22-34** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 13th day of September 2022, by the following vote:

AYES:	COUNCILMEMBERS:	Lozzi, Roos, Murdock, McGowan, Kemps
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBER:	None



Kylynn Chaney, City Clerk