

RESOLUTION R05-28

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 PALOS VERDES POLICE OFFICERS' 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

This agreement shall be effective for the period beginning July 1, 2005 and ending June 30, 2009. During the first year of this agreement, the provisions affecting salary, special pays, and court standby shall be effective September 1, 2005.

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 (26 pay periods each year).
- (d) Monthly base salaries paid to represented employees shall be as set forth in Appendix A." (Attached)
- (e) In addition to the salaries shown in Appendix A, each employee represented by the Association shall receive a one-time cash payment of \$300.00 after execution of this Agreement.

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 six (6) months, which period shall be considered to be one-half the employee's probationary period, such probationary period becoming complete one (1) year from the employee's date of hire.
 - (3) Salary Step "B" will be paid upon completion of six months of employment in Salary Step "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 normally 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 and productivity, and the City Manager approved said Step increase.

- (b) Initial employment at a Salary Step higher than "A" may be recommended by the Chief of Police 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 discretion is proper.

2.3. Application of Compensation Plan to Positions

The Salary Schedule for the respective classes of positions as set forth herein 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 salary range.
- (d) All monthly compensation shall be paid in even dollars rounded off to the nearest even dollar.

2.4 Merit Pay

- (a) Employees shall be eligible for the following Merit Pay as long as employed by the Police Department:
 - (1) Merit pay shall be paid in the following increments:
 - After ten (10) years of continuous service - 5% of base salary.
 - After fifteen (15) years of continuous service - 7.5% of base salary.
 - After twenty (20) years of continuous service - 10% of base salary.

- (b) Merit pay shall be granted unless the employee receives a performance evaluation that is either "unsatisfactory" or "improvement needed". In the event that an employee receives either an "unsatisfactory" or "improvement needed" evaluation, the employee will be evaluated on a monthly basis. An employee shall receive merit pay upon attaining three (3) consecutive monthly evaluations higher than "improvement needed". An employees who "loses" merit pay as a result of the evaluation process shall lose all merit pay for that time frame.
- (c) Other than the evaluation process, merit pay may only be denied or revoked upon a showing of good/just cause by the Chief of Police, subject to the Civil Service Appeal process or subject to the grievance procedures for non-Civil Service employees. Employees who lose their merit pay for good/just cause shall receive merit pay upon attaining three (3) consecutive monthly evaluations higher than "improvement needed".
- (d) Merit Pay shall be revoked for any absence from active duty (except injury on duty leave) greater than thirty (30) calendar days (the first thirty (30) days of absence is still paid). Upon return to active duty the merit pay shall be resumed.

2.5. Education Incentive

- (a) Unit employees who have completed two (2) years of service shall be entitled to the following monthly compensation above their base pay if they have earned an Associate of Arts degree in Police Science or a closely related field, or have earned a college Baccalaureate degree in Police Science or a closely related field.

	<u>A.A.</u>	<u>B.A.</u>
Police Sergeant	5% of base salary	10% of base salary
Police Officer "	" "	"
Services Officer	" "	" "

- (b) Degrees must be obtained from institutions accredited by the Western States Association of Post Secondary Schools (this accreditation requirement also applies to the tuition reimbursement program.) The City Manager and Chief of Police shall determine what constitutes a "closely related field" an "approved semester units". Sixty (60) approved semester units shall qualify an employee in lieu of an A.A. degree.
- (c) In lieu of rather than in addition to, compensation for an A.A. or B.A. degree sworn employees shall receive compensation for P.O.S.T. certificates earned prior to July 1, 1988 in the following monetary amounts:

	<u>Intermediate P.O.S.T.</u>	<u>Advanced P.O.S.T.</u>
Police Sergeant	\$160.00/month	\$320.00/month
Police Officer	\$140.00/month	\$280.00/month

P.O.S.T. certificates attained after July 1, 1988 will not be compensable in any manner.

2.6 Acting Pay

Civil Service Employees who are temporarily assigned to a higher classification shall be placed at the lowest step within the acting classification which provides the employee a minimum of five percent (5%) salary increase, but in no event shall the employee's base salary exceed the range for the acting classification.

2.7 Acting Watch Commander

Police Officers who perform the duties of Watch Commander on an Acting basis for a full shift will be paid an additional 5% of base pay salary for each such shift.

2.8 Senior Police Officer

Effective July 1, 2005, a new classification of Senior Police Officer (SPO) is created and the designation of Senior Patrol Officer is eliminated. The current Senior Patrol Officer will automatically be promoted to Senior Police Officer. All future promotions to Senior Police Officer will be the subject of a normal promotional exam process. The Chief of Police will determine the number of SPO positions, based on departmental needs and the City's regular budget process. An SPO shall be paid five percent (5%) above the top step police officer.

2.9 Special Pay

- a) Officers regularly assigned to operate motorcycles shall receive an additional 4% per month added to base pay.
- b) Officers assigned to the Detective Bureau shall receive 4% per month added to base pay.
- c) Officers regularly assigned to Canine Patrol shall receive 4% per month added to base pay plus \$200 overtime monthly for care of the canine.

2.10 Bilingual Pay

Any member designated by the Chief of Police to act as an interpreter of a foreign language for departmental operations shall receive an additional \$75.00 per month while so designated.

2.11 Shooting Pay

The City Treasurer is authorized to pay members of the Police Department whose duties are those of regular Police Officers, additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with rules adopted by the Chief of Police (Section 2.12.040 of the Code of the City of Palos Verdes Estates, California). Upon certification by the said Chief of Police to the City Treasurer that any such member has qualified as indicated to receive the additional compensation herein set forth.

MARKSMAN - Qualification: 230 points out of possible 300 points. \$2.00 per month.

SHARPSHOOTER - Qualification: 250 points out of possible 300 points. \$4.00 per month.

EXPERT - Qualification: 270 points out of possible 300 points. \$8.00 per month.

DISTINGUISHED EXPERT - Qualification: 1710 points out of a possible 1800 points in any six month period. \$16.00 per month.

Such additional compensation shall be for a period of one calendar month, next, following the date of qualification and shall then cease, provided that a member shall be allowed to requalify and receive additional compensation from month to month. No member shall at any time receive additional compensation for more than one grade.

2.12 Clothing Allowance

- (a) The City Treasurer shall pay \$750 per year to each regular full-time member of the Police Department.
- (b) Payment of the allowance shall be made in two equal installments. Payment covering the period from January 1st through June 30th shall be made after the first regular meeting of the City Council in July. Payment covering the period from July 1st through December 31st shall be made after the first regular meeting of the City Council in January as a clothing and safety equipment allowance.
- (c) An employee shall not be entitled to a clothing and safety equipment allowance until after the employee completes six months service, at which time the employee shall receive a clothing and safety equipment allowance payment for those months of the first six months that fall within the previous semi-annual clothing allowance period.
- (d) Payments of clothing and safety equipment allowances may be pro-rated on a full month basis in computing beginning and terminal employment periods.

2.13 Books and Tuition Reimbursement

- (a) Unit employees who have worked for the City for two (2) years or more shall be eligible for reimbursement as follows: Reimbursement shall not exceed the resident tuition fee for seven (7) or more units charged by the California State University, Long Beach; and shall be payable for courses taken at an approved college or university upon completion of said course or courses with a final passing mark of "C" or better or the equivalent of "C" or better. Course or courses shall be related to the class of positions in which he or she is employed, and shall be approved by the Chief of Police and the City Manager prior to registration or enrollment. The City Manager and Chief of Police shall determine what constitutes "course or courses related to class of positions".
- (b) The difference between tuition actually incurred and tuition charged by California State University, Long Beach, for seven (7) units or more shall apply to books purchased.
- (c) With the approval of the Chief of Police, a member may be reimbursed for tuition costs for courses taken in foreign languages deemed necessary to the proper operation of the Police Department. The courses must result in a proficiency such that the member is able to use the language in the performance of his/her duties as may be required. These courses do not need to be undertaken at an approved college or university.
- (d) There shall be no tuition buy back.

2.14 Overtime

- (a) It is the policy of the City of Palos Verdes Estates to avoid the necessity of overtime work whenever possible.
- (b) Incidental overtime is not compensable and may not be credited as overtime.
- (c) Police safety employees (non-miscellaneous) now entitled to overtime pay shall be compensated at the rate of time and one-half for court overtime, with a two hour minimum. In lieu of paid overtime, the Police Safety employees may take compensatory time off at the same rate as for general and court overtime at a time approved by the Chief of Police. The total number of hours of compensatory time accrued at any one time shall not exceed one hundred sixty (160) hours. The Chief of Police is directed that to the extent it is consistent with the efficient and effective operation of the Department, to arrange scheduled overtime so that Police Officers assigned to the Patrol Division who wish to work such scheduled overtime will have the first opportunity to volunteer for such shifts.
- (d) Court Standby. A member of the bargaining unit who, while off duty, is on court standby status, shall be paid in cash or compensatory time off for two

(2) hours at time and one half the employee's regular rate of pay for each morning court session and two (2) hours at time and one half the employee's regular rate of pay for each afternoon court session. An employee who is on standby may leave a telephone number where s/he can be reached while on court standby or may carry an electronic pager. Such time is not considered hours worked under the Fair Labor Standards Act. In the event an employee who is on standby for court gets summoned to appear, the employee shall be paid court appearance pay, in lieu of standby pay, for that particular court session in which the employee appears.

2.15 Police Cadet

Persons selected as Police Officer candidates shall be classified as Police Cadets until the date when they have successfully completed a City-approved police academy and have been sworn in as a Police Officer.

2.16 Police Reserve Officers

- (a) For the sole and exclusive purpose of establishing a duty status of the reserve Police Officers pursuant to which they are peace officers within the full meaning of Section 817 of the Penal Code of the State of California, compensation of said officers is fixed and determined in the amount of \$1.00 per year; this employment status shall augment and be in addition to their Civil Defense status and shall include Workmen's Compensation benefits, false arrest insurance and shooting pay.
- (b) Reserve Police Officers who are required to purchase and maintain prescribed items of personal equipment and uniform clothing shall be compensated for a portion of the initial and maintenance costs thereof in the amount of \$100 per year. Payment of said uniform and equipment allowance shall not be made to any member of the reserve corps prior to July 1, 1965. Written recommendation of the Chief of Police shall be required in all cases authorizing the payment of said equipment and uniform allowance to Reserve Police Officers. No pro-ration of uniform allowance is permitted.
- (c) Reserve Officers, who join the Department after July 1, 1982, may be granted pay on straight time hourly rate as listed below. Reserve Officers who were active in this Department prior to that date shall be paid straight time, based on the pay formula in existence prior to July 1, 1982.
- (d) Reserve Officers may be granted straight time hourly rates for court appearances only upon the written recommendation of the Chief of Police. Straight time hourly rates may be granted members of the Reserve Corps during periods of prolonged emergencies upon the written recommendation of the Chief of Police subject to the approval of the City Manager.
- (e) The rate of straight time pay for members of the Reserve Corps, including reserve sergeant, who were active with the Department prior to July 1, 1982,

is fixed and determined to be the same hourly rate of pay established for regular Police Officers, pursuant to length of service as set forth in this resolution.

- (f) For Reserve Officers who become active with the Police Department after July 1, 1982, their rate of pay is as follows:
 - (1) First two years with a minimum of 192 hours worked per year: Step "A" of regular Police Officers straight time pay.
 - (2) Second two years with a minimum of 192 hours worked per year: Step "B" of regular Police Officers straight time pay.
 - (3) Fifth year on with a minimum of 192 hours worked per year: Step "C".
 - (4) Step raise after 6 years to Step "D" may be granted provided the reserve officer has convincingly demonstrated job progress and productivity that are substantially above average for the class. Only upon written recommendation of the Chief of Police and the approval of the City Manager.
- (g) Reserve Officers may be granted overtime pay for court appearances only upon the written recommendation of the Chief of Police. Overtime pay may also be granted members of the Reserve Corps during periods of prolonged emergency upon the written recommendation of the Chief of Police subject to the approval of the City Manager. The rate of overtime pay for members of the Reserve Corps, including Reserve Sergeant, is fixed and determined to be the same hourly rate of pay established for regular police officers, pursuant to length of service as set forth in this Resolution.

2.17 Exempt from Step Salary Increases

- (a) Chief of Police
- (b) Police Captains
- (c) Secretary to the Police Chief

SECTION 3. INSURANCES

3.1 Health and Life Insurance Benefits

- (a) The City shall maintain its current medical, dental, and life insurance program. The medical insurance shall have no more than \$200.00 deductible per individual.

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.

Effective September 1, 2005, the Association agrees to a dollar cap of \$800.00 as the amount the City will contribute toward the purchase of a medical, dental, vision, and life insurance program, and effective July 1, 2006, 2007 and 2008, the Association agrees to dollar caps of \$840.00, \$880.00 and \$920.00 respectively as the amounts the City will contribute toward these health and life insurance benefits.

Prior to the end of either the second or third year of the contract (June 30, 2007 or 2008), the City will honor a request by the Association to meet and discuss health insurance, if the cost of HMO Family coverage exceeds the amount of City contribution as of July 1, 2007 or 2008. This would entail a comprehensive discussion of premiums coverage costs, the content of the medical plan, alternative carriers, deductibles, and co-pays. If such a request is made, these discussions may be conducted through a committee comprised of a representative from Management, the Public Service Employees' Association, as well as the Police Officers' Association. No changes will be made without the mutual agreement of both parties to this Agreement. Any recommendations to alter the City's contribution rate must be approved by the City Council before they would take effect. If no determination is made to modify the health insurance plan, the term and operation of the Agreement provided for in Section 1 shall not be altered.

- (b) The City shall make available to personnel within the Police Service a Long Term Disability insurance plan.
- (c) The City shall make available to unit employees a Deferred Compensation Plan. The City shall not contribute any amount toward any employee account of such plan.
- (d) Effective July 1, 1990, unit employees who thereafter, at the time of their termination from City employment, retire under the City's P.E.R.S. retirement program may continue individual coverage under the City's medical, dental, and vision plans, at the retiring employee's cost subject to the agreement and conditions of the carrier(s).

3.2 Workers' Compensation Provisions

Permanent employees who are members of the Public Employees' Retirement System (PERS) and who receive injuries that are compensable under the California Worker's Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive for the period of up to one year or until earlier retirement on disability pension, the difference between the employee's regular monthly salary and the amount of any temporary disability payments. Such payments shall cease when the employee receives a permanent disability award or is physically able to return to work.

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 pay or "pick-up" any portion thereof.

SECTION 4. EMPLOYMENT PROVISIONS

4.1 Anniversary Dates

Employees shall have as their anniversary date the actual date of their employment.

4.2 Qualifications of Employees

No person shall be employed or appointed to any position requiring full-time or part-time service and which position is included in the classification plan and for which a class specification exists establishing desirable qualifications, unless said person possesses substantially the desirable qualifications of education and experience for that class.

4.3 Employment and Hiring

(a) Non-Civil Service Employees: Lead Services Officers; Services Officers; Records Supervisor and Community Relations Officer.

- (1) Selection of new employees to fill vacancies within the City service shall be on the basis of merit qualifications as stipulated in Section 9, or a more formal examination process may be utilized in their selection.
- (2) The City may require all applicants and/or employees to complete and submit any applications, agreements, or statements pertinent to their employment as stipulated by decision of the City Council.
- (3) The City may require a medical and physical examination of any applicant for employment or new employees and, in addition, may require periodic medical and physical examinations for all City employees.
- (4) The City may require that any applicant for employment or new employees be fingerprinted.

(b) Civil Service Employees. All employees not listed under Section 4.3 (a) above.

- (1) Selection of new employees to fill vacancies within the City service shall be based upon results of the competitive Civil Service oral and/or written examination.
- (2) The City may require all applicants and/or employees to complete and submit any applications, agreements or statements pertinent to their employment as stipulated by decision of the City Council.
- (3) The City may require a medical and physical examination of any applicant for employment or new employees and, in addition, may require periodic medical and physical examinations of all City employees.
- (4) The City may require that any applicant for employment or new employees - be fingerprinted.
- (5) At the request of the Chief of Police, and with the approval of the City Manager, the experience gained by a temporary City employee may be credited toward the fulfillment of the employee's probationary period upon the employee's appointment to a permanent status and the employee's anniversary date for pay purposes may be adjusted accordingly.

4.4 Promotion, Demotion, Transfer and Assignment, and Applicable Pay Rates

(a) Non-Civil Service Employees

- (1) Promotion of an employee to a higher class or demotion to a lower class within the City shall be made by the City Manager.
- (2) A promotion to a higher class shall be made on the basis of assignment of substantially more responsible duties commensurate with those set forth in the class specification.
- (3) A demotion to a lower class shall be on the basis of substantially less responsible duties commensurate with those set forth in the class specification.
- (4) In the case of a promotion of any employee in the City service to a position in a class with a higher pay range, such employee shall be entitled to receive the rate of compensation in the entrance step of the class to which the employee has been promoted. In cases where pay ranges overlap, the employee shall commence at the step in the schedule assigned to the higher classification which is next greater than the highest step attained by employees the employee must supervise or which is the next higher than the employee's present rate of pay, whichever condition results in the highest step. A new anniversary date shall be established for the purposes of eligibility for future step increases in the same manner as set forth in Section 4.1.
- (5) In the case of a transfer of any employee from one position to another in the same class, or to another class to which the same pay range is applicable, the employee shall remain at the same pay step.

(b) Civil Service Employees. Police Captains, Police Sergeants, Police Officers, Police Cadet

- (1) Promotion of an employee to a higher class shall be based upon results of a competitive Civil Service written and/or oral examinations.
- (2) Demotion, transfer and assignment shall be handled as described in "Civil Service Rules and Regulations" as approved by the City Council of the City of Palos Verdes Estates, September 25, 1951, as amended.

4.5 Accumulation of Service in One Class or Position

Whenever an employee accepts work under a different class or position in the City service, the character and nature of which work is similar and the responsibilities are equal or superior to the work such employee has been performing, and later returns to his/her former position, the employee's term of employment under such different class or position shall apply on and be added to the employee's term of service in the former class upon the employee's return to same, provided the employee's employment in the City service has been continuous from the date on which the employee accepts work in such different class.

4.6 Personnel Records

The City Manager shall be responsible for such employee records as are necessary to the accomplishment of the various provisions of this Memorandum of Understanding. These records shall include the record of employment of each employee in the City service, including dates of service, positions held, salaries or wages received, vacation, sick leave earned and taken, and such other information as may be deemed appropriate.

SECTION 5. RETIREMENT PROVISIONS

5.1 In-Service Retirement

- (a) Effective June 30, 2005 all sworn members shall be covered by the Public Employees Retirement System's (PERS) "3% at 50" Plan.
- (b) Effective July 1, 2004 all non-sworn members shall be covered by the Public Employees Retirement System's (PERS) "2% at 55" Plan.
- (c) The City shall continue to pay the employee's contribution toward the 1959 survivors benefits and the nine percent (9%) employee's contribution to the PERS retirement program on behalf of all sworn employees. The City will continue to pay the seven percent (7%) employee's contribution to the PERS retirement program on behalf of all non-sworn employees.
- (d) All employee contributions on behalf of the employee shall be deposited in the member's retirement account.

5.2 Single Highest Year.

The City shall contract with PERS to provide the "single highest year retirement compensation formula" effective July 1, 2000

5.3 Retiree Medical Insurance

Effective July 1, 2005, the City shall pay a maximum of \$275 per month toward a health insurance premium to Association members who retire pursuant to a service retirement for "retiree only" coverage after completing twenty (20) years of City service. The maximum \$275 per month premium contribution shall apply only to an HMO, (health maintenance organization) program through the City's medical insurance plan until such time as the retiree is eligible for Medicare benefits. The retired employee has the option of adding his or her spouse to the insurance coverage, which is to be paid entirely by the retired employee.

SECTION 6. GRIEVANCE PROVISIONS

6.1 Grievance Procedure

This grievance procedure is to be utilized by Services Officers. A grievance is a complaint by one or more employee concerning the application or interpretation of ordinances, rules, policies, practices, or procedures within the scope of this agreement affecting employee's wages, hours, and working conditions. These procedures shall be used to resolve every grievance for which no other methods or solutions are provided by law.

(a) First Step: Supervisory Level

- (1) The grievance may be submitted orally or, if in writing, on forms provided by the City. It is incumbent upon the employee(s) and/or representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
- (2) The aggrieved employee(s) and/or a representative shall meet with the employee(s) immediate supervisor.
- (3) The immediate supervisor may ask a superior to participate.
- (4) If a grievance is not resolved by the third full working day after being received by the immediate supervisor, the employee, may, within 15 working days, appeal in writing to the Department Head on form provided by the City.
- (5) If a grievance is against a Department Head, the employee shall appeal directly to the City Manager.

(b) Second Step: Department Head Level

- (1) If the grievance is not resolved at step 1, the aggrieved employee(s) and/or representative(s) shall meet and consult with the employee(s)' Department Head or his designee covered in (a) 5.
- (2) The Department Head may require the employee(s)' superiors to be present at such conference.
- (3) If the grievance is not resolved by the end of the 5th full working day after being received by the Department Head, the employee may, within 15 working days, appeal in writing to the City Manager.

(c) Third Step: City Manager Level

- (1) The aggrieved employee(s) and/or representative(s) shall meet and consult with the City Manager or his designee.
- (2) The City Manager may require the Department Head to be present at such conference.
- (3) If the grievance is not resolved satisfactorily by the 5th full working day after being received by the City Manager, the employee(s) may, within 10 working days, appeal in writing to the City Council for a conference and final resolution of the employee(s)' grievance.
- (4) The City Manager, at his discretion, retains the right to decide and resolve grievance of little impact on the individual or the Department.

6.2 General Grievance Provisions

- (a) All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and the Management representative involved.
- (b) The aggrieved employee(s) and representative(s) shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for time so spent.
- (c) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
- (d) Written grievances shall be on a form provided by the City.

- (f) Upon request, the employee(s) will have the opportunity to introduce the testimony or to cross-examine witnesses if the grievance is not resolved at the supervisory level.
- (g) Employees are assured freedom from reprisal for using the grievance procedure.
- (h) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated, or discriminated against.
- (i) Any decision rendered by the City Council must be regarded as final and binding on all parties.

SECTION 7 LEAVE PROVISIONS

7.1 Vacation Leave with Pay

- (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 year 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 one year, the employee shall not be entitled to any pay for vacation.
- (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 Chief of Police so as not to interfere seriously or impair the efficiency of the Department and when determined to be in the best interest of the City.
- (c) Earned vacation time shall not be accumulated beyond the following year which it is earned. If it is determined by the Chief of Police to be impractical for an employee to take vacation during the year following the year in which it is earned, the Chief of Police 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) Effective July 1, 1990, full-time employees shall begin to accrue an additional eight (8) hours of vacation per year of service following the completion of seven (7) consecutive years in the City service, and an additional (8) hours of vacation for each completed year of service beyond seven (7) years, not to exceed a maximum of twenty (20) working days vacation accrued per year. Effective July 1, 1991, such additional accrual of eight (8) hours per year shall begin to accrue after six (6) consecutive years in the City service, and effective June 30, 1992, such additional accrual of eight (8) hours per year shall begin to accrue after five (5) consecutive years in the City service, but in no event shall annual accrual ever exceed a maximum of one hundred-sixty (160) hours per year.

- (e) An employee about to resign, about to retire, or who is to be laid off, and who has earned vacation to his credit, shall be paid for such full days of vacation remaining due on the effective date of such resignation, retirement, or lay-off.
- (f) Holidays occurring during a vacation shall not be counted as a day of vacation.

7.2 Holidays

- (a) Unit employees shall be required to work their regular schedules in order to provide continuous staffing of the Police Department
- (b) Effective July 1, 2005, all unit employees shall have two holiday leave banks:
 - i. The first bank, called an “annual holiday bank” is a temporary bank used to accrue holiday leave during a fiscal year. Employees may, at any time during the fiscal year, utilize accrued hours from this bank for paid leave (subject to approval from the Police Chief) or sell back hours for cash. The “annual holiday bank” is emptied at the end of each fiscal year by either being paid for any remaining balance and/or rolling up to 60 accrued hours into the second type of bank, a “carryover holiday bank”.
 - ii. The second bank, called a “carryover holiday bank”, is limited to 180 hours of accrued holiday leave, or an employee’s holiday leave balance as of September 1, 2005, whichever is greater. This bank carries over from one fiscal year to the next. Employees may, at any time, utilize accrued hours from this bank for paid leave (subject to approval from the Police Chief) or sell back hours for cash. In the event an employee’s “carryover holiday bank” balance is below 180 at the end of the fiscal year, the employee may augment it up to 60 hours by rolling unused accrued hours from his or her “annual holiday bank”, subject to the 180 hours limit. {An employee whose holiday leave balances as of September 1, 2005 is greater than 180 can only add hours to his/her “carryover holiday bank” if it drops below 180, and then subject to that limitation.}
- (c) Effective July 1, 2005, all unit employees shall receive one hundred twenty (120) hours paid holiday leave per fiscal year. Employees shall accrue hours in their “annual holiday bank” at the rate of ten (10) hours of paid holiday leave per day for each of the following holidays, as they occur: July 4, Labor Day, Veterans’ Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King Day, Presidents’ Day and Memorial Day.

- (d) An employee who sells back holiday 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; (4) contribute to a 529 Educational Savings Plan or (5) any combination of the above.

7.3 Sick Leave with Pay

- (a) Each full-time unit employee shall 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) When an employee is sick and unable to report for work, the employee shall notify the appropriate department supervisor of their inability to report for work. Such notification shall be made in accordance with Department Policy. If the employee is unable to so notify the Supervisor, the employee shall delegate some other person to do so on the employee's behalf.
- (c) No employee shall be entitled to receive any sick leave with pay until the employee has been continuously employed for a period of six (6) months. Upon satisfactory completion of this six (6) month period, the employee shall be credited with six (6) days of sick leave.
- (d) Sick leave shall not be considered as a right or privilege that the employee may use at the employee's discretion, but shall be granted only in case of a bona fide illness of an employee. In the case of a death or serious illness of a member of the employee's immediate family, compassionate sick leave may be granted 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, Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law. Compassionate sick leave shall be deducted from the employee's sick leave days. Three paid bereavement days shall not be deducted from the employee's sick leave days.
- (e) Holidays occurring during sick leave shall not be counted as a day of sick leave.
- (f) 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 Chief of Police may, in his discretion, waive the requirement, if in his opinion, the reported illness or injury is bona fide.

- (g) No payment shall be made for accumulated sick leave at the time of termination of employment, except upon honorable retirement.
- (h) Effective July 1, 2001 upon honorable retirement from employment, police officers, police sergeants, senior officers, community relations officers and services officers shall be entitled to receive a payment of 75% of accumulated sick leave above 650 hours.
- (i) When an officer is called back to work during the same week in which he or she called in and used a sick day during their regular workweek, time and a half shall be paid.
- j) Unit members who utilize less than forty eight (48) hours of sick leave in a fiscal year shall receive a bonus payment equal to the number of hours used less than 48 times the member's base hourly rate of pay.

7.4 Administrative Leave

- (a) Administrative Leave may be used at any time during the year with prior approval of the City Manager, with the exception that no employee may use Administrative Leave for which he/she has not yet been credited. Administrative Leave must be used in the year it is credited; otherwise, it is forfeited. At the time of an employee's termination, any Administrative Leave remaining for the year is forfeited; there is no compensation.
- (b) The City Manager shall be afforded Administrative Leave in accordance with his Employment Agreement with the City. The Assistant City Manager, Police Chief, Financial Services Manager, Secretary to the Police Chief, Executive Assistant to the City Manager and City Council and Administrative Analyst shall be credited forty-eight (48) hours of Administrative Leave annually, while the Police Lieutenants shall receive twenty-four (24) hours of Administrative Leave. Administrative Leave cannot be accumulated beyond the calendar year of the fiscal year in which it is earned, whichever is later. In other words, if an employee is hired between July 1 and January 1, the Administrative Leave is granted according to the fiscal year, or on July 1. If an employee is hired between January 1, and July 1, however, the Administrative Leave is credited according to the calendar year, or January 1.

7.5 Military Leave

Military Leave with pay shall be granted in accordance with the Military and Veterans' Code.

7.6 Maternity Leave

- (a) Disability due to pregnancy, shall, like other disabilities be covered under the City's paid sick leave policy during such period as the employee's doctor certifies disability.
- (b) If sick leave benefits are exhausted prior to the termination of disability, accumulated vacation leave and compensatory time shall be charged, and thereafter unpaid leave may be utilized so that the employee is guaranteed no less than four (4) months of leave for absence due to disability occasioned by pregnancy.
- (c) The employee shall notify the Chief of Police in writing of her intention to return to work, and estimated date of return, at least ten (10) working days prior to the commencement of her maternity leave, and within fifteen (15) calendar days after delivery must confirm her intention to work in order to assure that her position will be held open for her.
- (d) While on sick leave, vacation leave, or compensatory time off, City paid benefits and other insurance benefits will continue without interruption. When such paid leave has been exhausted, the City will continue to pay medical, dental, and vision and life insurance benefits for up to one month of maternity leave, but only on the condition the employee returns to work.

7.7 Jury Duty

- (a) Effective November 1, 1988, sworn employees shall not be eligible for paid jury duty leave.
- (b) Effective November 1, 1988, non-sworn employees shall be eligible for a maximum of ten (10) working days of paid jury duty leave per calendar year.

SECTION 8 HOURS OF WORK

- (a) All employment is based upon a 40 hour work week.
- (b) Daily hours of work (or shifts) for unit employees shall be assigned by the Chief of Police as required to meet the operational requirements of the Department.
- (c) Monthly compensation shall be based on the regularly scheduled work week and no authorization may be made for an employee to work less than said hours without a proportional decrease in compensation.
- (d) Any foreseeable absence or other deviation from regular working hours desired by an employee shall be cleared in advance through the Civil

Service Clerk (with prior consent of the Chief of Police), and such absence shall be noted on the employee's time record.

- (e) Notwithstanding the provisions of the above sub-sections hereof, all Police Sergeants, and Police Officers shall work a thirty-six (36) hour week consisting of three twelve (12) hour shifts. Effective January 1, 1991, such sworn officers shall work a thirty-nine (39) hour week consisting of three (3) twelve (12) hour shifts on consecutive days per week and one (1) additional twelve (12) hour shift every fourth week.
- (f) Effective January 1, 1991, sworn unit employees assigned as Detectives shall be scheduled four consecutive shifts within the period Monday through Friday as follows: three (3) ten (10) hours shifts and one (1) nine (9) hour shift.
- (g) Effective January 1, 1991, Services Officers and Supervising Services Officer shall be scheduled a four (4) day ten (10) hour per day work schedule.
- (h) Notwithstanding the foregoing, for the period from February 19, 1996 through June 30, 1996, Service Officer Dispatchers/Jailers shall be scheduled on a three (3) day twelve (12) hour per day work schedule, with one twelve (12) hour payback shift every three (3) weeks. During this period, the Chief of Police will consider all possible alternate work schedules for those employees. Continuation of this program was approved by the City Council through the end of Fiscal Year 1996 - 1997.
- (i) Work schedules shall be posted six (6) weeks in advance.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1 Uniforms and Equipment

- (a) Police uniformed personnel shall be permitted to wear short sleeve shirts year round, and morning watch personnel shall have the option of short sleeve or long sleeve shirts, at the employee's option; and, for those electing to wear a long sleeve shirt, it shall be optional as to whether or not to wear a tie. All sworn personnel shall maintain a complete Class "A" uniform pursuant to Department regulations and shall be worn at the discretion of the Chief of Police. Class "A" jackets will not be worn with short sleeve shirts.
- (b) Each sworn member of the Police Department shall be permitted to purchase one on-duty and one off-duty weapon during a five (5) year period by means of a City purchase order. Each officer so ordering will pay the City in advance for said weapons. Weapons purchased must be of a type and caliber approved by the Chief of Police.

9.2 Incompatible Activities

No full-time employee of the City shall engage in any occupation or outside activity that is incompatible with the employee's employment by the City. Any officer or employee engaging in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and the nature of such activity, and the Chief of Police 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.

9.3 Mail

It is agreed that an addition shall be made to the Palos Verdes Estates Police Department's Policy Manual prohibiting the opening of Association employees' personal mail by anyone other than the addressee.

SECTION 10 MANAGEMENT RIGHTS

No section, subsection or wording of this Memorandum of Understanding shall restrict the statutory and inherent exclusive City right respect to matters of general managerial policy, including exclusive right to determine the mission of the Department; set levels and standards of service, and the manner of providing such service; establish its organizational structure and procedures; determine the methods and standards of selection for employment; direct its employees; discipline and relieve employees for proper cause, and take all necessary actions to effectively carry out its mission in emergencies, with the approval of the Chief of Police.

SECTION 11 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 12. 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.

The parties acknowledge that during the meeting and conferring which precedes this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Therefore the City and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or not settled during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum of Understanding. Such matters shall not be subject to the grievance procedure.

Signed this 11th day of October, 2005.

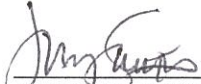
SECTION 13. CERTIFICATION OF UNDERSTANDING

The City Clerk shall certify as to the passage and adoption of this resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON THE 11TH DAY OF OCTOBER, 2005.



DWIGHT ABBOTT, MAYOR

ATTEST:



JUDY SMITH, City Clerk

APPROVED AS TO FORM:



STEPHANIE R. SCHER, City Attorney

**PVPOA SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2005**

	A	B	C	D	E	F	G
Police Sergeant	4,781	5,098	5,408	5,692	5,982	6,281	6,594
Senior Police Officer	4,317	4,605	4,870	5,157	5,408	5,679	
Police Officer	4,112	4,387	4,639	4,914	5,151	5,408	
Police Cadet	3,314						
Community Relations Officer	2,920	3,112	3,299	3,486	3,672	3,867	4,069
Records Supervisor	3,098	3,301	3,499	3,698	3,895	4,102	4,317
Lead Services Officer	2,941	3,136	3,325	3,516	3,705	3,894	4,103
Services Officer	2,815	3,002	3,183	3,364	3,545	3,727	3,927

**PVPOA SALARY SCHEDULE
EFFECTIVE JULY 1, 2006**

	A	B	C	D	E	F	G
Police Sergeant	4,972	5,302	5,624	5,920	6,221	6,533	6,858
Senior Police Officer	4,490	4,789	5,065	5,363	5,624	5,906	
Police Officer	4,276	4,562	4,825	5,111	5,357	5,624	
Police Cadet	3,447						
Community Relations Officer	3,037	3,236	3,431	3,626	3,819	4,021	4,232
Records Supervisor	3,222	3,433	3,639	3,846	4,051	4,266	4,489
Lead Services Officer	3,059	3,261	3,457	3,657	3,853	4,050	4,267
Services Officer	2,928	3,122	3,310	3,498	3,687	3,876	4,084

**PVPOA SALARY SCHEDULE
EFFECTIVE JULY 1, 2007**

	A	B	C	D	E	F	G
Police Sergeant	5,171	5,514	5,849	6,157	6,470	6,794	7,132
Senior Police Officer	4,670	4,981	5,268	5,578	5,849	6,142	
Police Officer	4,447	4,744	5,018	5,315	5,571	5,849	
Police Cadet	3,585						
Community Relations Officer	3,158	3,366	3,568	3,771	3,971	4,182	4,401
Records Supervisor	3,351	3,571	3,785	4,000	4,213	4,436	4,669
Lead Services Officer	3,181	3,392	3,596	3,803	4,007	4,212	4,437
Services Officer	3,045	3,247	3,443	3,638	3,834	4,031	4,247

**PVPOA SALARY SCHEDULE
EFFECTIVE JULY 1, 2008**

	A	B	C	D	E	F	G
Police Sergeant	5,378	5,735	6,083	6,403	6,729	7,066	7,417
Senior Police Officer	4,857	5,180	5,479	5,801	6,083	6,388	
Police Officer	4,625	4,934	5,219	5,528	5,794	6,083	
Police Cadet	3,728						
Community Relations Officer	3,285	3,500	3,711	3,922	4,130	4,349	4,577
Records Supervisor	3,485	3,713	3,936	4,160	4,381	4,614	4,856
Lead Services Officer	3,308	3,528	3,740	3,955	4,167	4,380	4,615
Services Officer	3,166	3,376	3,580	3,784	3,987	4,192	4,417

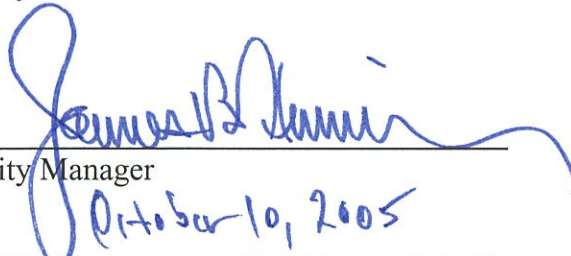
Memorandum of Understanding

The City of Palos Verdes Estates and the Palos Verdes Police Officers' Association hereby acknowledge an agreement between the two parties for wages and conditions of employment for the period of July 1, 2005 to June 30, 2009 which is reflected in the document entitled:

R05-28

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 PALOS VERDES POLICE OFFICERS' ASSOCIATION WHICH INCORPORATES THE AGREEMENT CONTAINED IN THE MEMORANDUM OF UNDERSTANDING


City of Palos Verdes Estates



City Manager
October 10, 2005

Date

Palos Verdes
Police Officers' Association



10-20-05

Date

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

I, Vickie Kroneberger, Deputy City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R05-28** 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 11th of October, 2005, by the following vote:

AYES: COUNCILMEMBERS: Abbott, Flood, Humphrey, Sherwood,
and Goodhart

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None



Vickie Kroneberger, Deputy City Clerk