

RESOLUTION R10-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA APPROVING THE "MEMORANDUM OF UNDERSTANDING WITH THE PALOS VERDES ESTATES PUBLIC SERVICE EMPLOYEES ASSOCIATION" SETTING FORTH TERMS AND CONDITIONS OF EMPLOYMENT AND ESTABLISHING COMPENSATION OF CERTAIN POSITIONS WITHIN THE PALOS VERDES ESTATES CITY SERVICE.

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

SECTION 1.

The City Council by adoption of this Resolution hereby approves the "Memorandum of Understanding" between the Palos Verdes Estates Public Service Employees Association and the City attached hereto as Exhibit A and incorporated herein by this reference, and adopts as the terms and conditions of employment for the positions within the Palos Verdes Estates City Service set forth therein the terms and conditions set forth in the "Memorandum of Understanding" effective July 1, 2010.

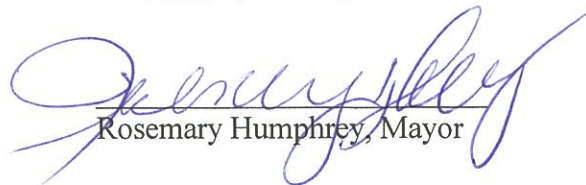
SECTION 2.

The City Council hereby adopts the salary ranges for the classifications set forth on Attachment "A" to "Memorandum of Understanding" as the salary schedule for such classifications for the fiscal year 2010-2011 to be effective July 1, 2010.

SECTION 3.

The City Clerk shall certify to the passage and adoption of Resolution R10-15 and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 27th day of July, 2010

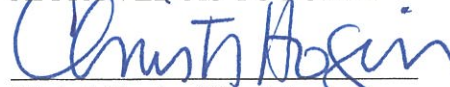

Rosemary Humphrey, Mayor

ATTEST:



Judy Smith, City Clerk

APPROVED AS TO FORM:



Christi Hogin, City Attorney

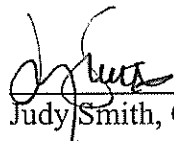
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF PALOS VERDES ESTATES)

I, Judy Smith, City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R10-15** 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 27th day of July, 2010, by the following vote:

AYES: COUNCILMEMBERS: Humphrey, Rea, Bird and
Goodhart

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Perkins



Judy Smith, City Clerk

**MEMORANDUM OF
UNDERSTANDING
CITY OF PALOS VERDES ESTATES
PUBLIC SERVICE EMPLOYEES'
ASSOCIATION**

July 1, 2010 to June 30, 2011

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

This agreement shall be effective for the period beginning July 1, 2010 and ending June 30, 2011.

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 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 (6) months 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 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 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 Attachment "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 July 1, 2010, the base salary ranges for the classifications in the "Association" are shown in "Attachment A".
- (f) In lieu of salary increase, a stipend of \$500 per full-time Association member and \$250 per part-time Association member shall be paid on Friday, September 24, 2010.

2.4 Merit Pay

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

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

Employees who have been employed with the City of Palos Verdes Estates on a full-time basis for fifteen (15) years shall become eligible to receive an additional seven and a half percent above their regular Basic Salaries shown in Attachment 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 Attachment 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

Civil Service 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.

2.6 Boot Allowance

Full-time Streets and Parks Department employees shall receive an annual safety shoe allowance of \$125.

2.7 Books and Tuition Reimbursement

- (a) 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".

- (b) Reimbursement shall not exceed the resident tuition fee for seven (7) or more units 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 shall apply to books purchased. There shall be no tuition buy back.

2.8 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) 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 during which other City employees are required to work, such employee shall have credited as overtime the hours equivalent to those which he/she worked on the holiday or he/she shall be given compensatory time off.

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, and life insurance program:

Effective July 1, 2010

\$1,105/month

- (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

Permanent employees who are members of the Public Employees Retirement System and who receive injuries that are compensable under the California Workers' 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 (1) 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 "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 prescribed for that class.

4.3 Employment and Hiring

(a) Non-Civil Service Employees.

Elected employees, Code Enforcement Officer, Deputy City Clerk, Financial Services Technician, Permit Technician, Receptionist (part-time), Senior Account Clerk, Senior Receptionist (part-time), Senior Typist Clerk (part-time), part-time, seasonal and temporary employees.

1. Selection of new employees to fill vacancies within the City service shall be on the basis of merit qualifications as stipulated, 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 employee be fingerprinted.

(b) Civil Service Employees.

Maintenance Foreman, Senior Maintenance Worker, Maintenance Worker, and Equipment Mechanic.

1. Selection of new employees to fill vacancies within the City service shall be based upon results of competitive Civil Service oral and/or written examinations.
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 employee be fingerprinted.
5. At the request of the Department Head, and with the approval of the City Manager, experience gained by a temporary City employee may be credited toward fulfillment of the probationary period upon his/her appointment to a permanent status and his/her 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 on the basis of assignment of substantially more responsible duties commensurate with those set forth in the class specifications.
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 when any employee in the City service is promoted 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 he/she has been promoted. In cases where pay ranges overlap, he/she shall commence at the step in the schedule assigned to the higher classification which is next greater than the highest step attained by employees he/she must supervise or which is the next higher than his/her 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.

5. In the case of a transfer of any employee from one position to another in the same class to which the same pay range is applicable, the employee shall remain at the same pay step.

(b) Civil Service Employees:

1. Promotion of an employee to a higher class shall be based upon results of 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, 1951 as amended.

3. Applicable pay rates shall be as described in Appendix A

4.5 Cumulation 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, his/her term of employment under such different class or position shall apply on and be added to his/her term of service in the former class upon his/her return to same, provided his/her employment in the City service has been continuous from the date on which the employee accepts work in such different class.

It is understood that members of the Association may be required to perform additional duties as needed in the performance of their job.

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) PERS - The City shall pay the full employee portion of seven percent (7%) for Public Service Employees to the Public Employees Retirement System (PERS).

(b) All such contributions shall be deposited in the member's retirement

account.

- (c) 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.
- (d) All members of the Association shall be covered by the Public Employee's Retirement System (PERS) "2% @ 55" Plan.

5.2 Single Highest Year.

The City shall contract with PERS to provide the "single highest year retirement compensation formula".

5.3 Retiree Medical Insurance

The City shall pay a maximum of \$275 per month toward a medical insurance premium to Association members who retire pursuant to a service retirement for "retiree only" coverage after completing twenty (20) years of City service. 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. During any time that the retiree obtains medical insurance from a source other than the City's medical insurance, a retiree shall be reimbursed semi-annually, in arrears. Upon submittal of proof to the City such medical insurance was in effect for the previous six (6) month period. Retiree has the option of adding his or her spouse to the insurance coverage at the time of retirement, which is to be paid entirely by the retired employee. This benefit is available until such time as the retiree is eligible for Medicare benefits.

SECTION 6. LEAVE PROVISIONS

6.1 Vacation

- (a) Every full time employee shall be allowed vacation leave with pay at the rate of twelve (12) working days 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 one additional day of vacation for each completed year of service beyond five (5) years, not to exceed a maximum of twenty (20) working days vacation per year.
- (e) Permanent part-time employees who have completed three (3) years of City service shall be eligible for six (6) days paid vacation leave per year proportional to hours worked and permanent part-time employees who have completed three (3) years of City service shall be eligible for six (6) days paid sick leave per year proportional to hours worked.
- (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 full days 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 of Palos Verdes Estates Vacation Buy Back Policy for members of the "Association" shall no longer include the "special circumstances" provision as worded in the City of Palos Verdes Estates' Administrative Directive #6. Vacation Buy Back will only be permissible when the Association member has an accumulation of two hundred (200) or more vacation, holiday, and compensatory hours on the books.

6.2 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 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, AND 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 three (3) floating holidays.
- (d) Employees shall be permitted to accrue three (3) floating holidays for one (1) year following the year in which earned, so that effective July 1, 2002 and each year thereafter total accrued floating holidays shall not exceed six (6) days.
- (e) An employee who works on a holiday shall receive compensatory time off within one year of the next following said holiday.
- (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.

6.3 Sick Leave with Pay

- (a) Each full time regular City employee may be granted one working day 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, 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.
- (c) 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.
- (d) 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, child, parent, or spouse (a relative's illness). An employee may only use in any calendar year a maximum of six (6) days sick leave to attend to a relative's illness, or may only use in any calendar year a maximum of forty-eight (48) hours sick leave to attend to a relative's illness. 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.
- (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 Department Head may, at his/her discretion waive the requirement if in his/her opinion the illness or injury is bona fide.
- (g) No payment shall be made for accumulated sick leave at the time of termination from employment, except upon honorable retirement.
- (h) 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).
- (i) Employees who use less than 40 hours of sick leave in a fiscal 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.

6.4 Military Leave

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

6.5 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 Department Head in writing of her intention to return to work, and her estimated date of return, at least ten (10) working days prior to the commencement of the 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.

6.6 Jury Duty

Association members shall be eligible for a maximum of ten (10) working days of paid jury duty leave per calendar year.

Permanent part-time employees shall be eligible to receive paid jury duty proportional to hours worked.

SECTION 7. HOURS OF WORK

- (a) All employment is based upon a forty (40) hour work week.
- (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 through the Civil Service Clerk, (with the prior consent of the Department Head) and such absence shall be noted on the employee's time record.

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 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.

8.2 Personnel Rules and Regulations Revisions

The City contemplates revisions to the existing Personnel Rules and Regulations. Prior to the formal presentation of those revisions, the parties agree to first meet and confer regarding those revisions.

SECTION 9. 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 10. 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 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.

SECTION 11. 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.

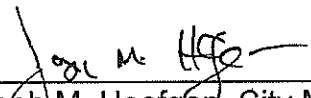
PUBLIC SERVICES
EMPLOYEES ASSOCIATION



Steve Beard, President

7/20/10
Date

CITY OF
PALOS VERDES ESTATES



Joseph M. Hoefgen, City Manager

July 21, 2010
Date

ATTACHMENT A

**SALARY SCHEDULE FY 2010-11
Effective 7-1-10**

	A	B	C	D	E	F	G
CODE ENFORCEMENT OFF.	4,198	4,409	4,629	4,861	5,103		
DEPUTY CITY CLERK	4,198	4,409	4,629	4,861	5,103		
EQUIPMENT MECHANIC	3,842	4,036	4,238	4,450	4,673		
FINANCIAL SERVICES TECH.	3,277	3,441	3,613	3,794	3,984	4,185	4,393
MAINTENANCE FOREMAN	4,645	4,878	5,122	5,380	5,649	5,932	6,230
MAINTENANCE WORKER	2,996	3,146	3,304	3,469	3,644	3,827	4,019
PERMIT TECHNICIAN	3,277	3,441	3,613	3,794	3,984	4,185	4,393
RECEPTIONIST	2,454	2,576	2,707	2,842	2,984		
SENIOR SECRETARY	3,423	3,595	3,775	3,964	4,163	4,371	
SENIOR RECEPTIONIST	2,765	2,905	3,051	3,203	3,364		
SENIOR CLERK TYPIST	2,964	3,113	3,269	3,433	3,605		