

RESOLUTION R19-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA APPROVING THE “MEMORANDUM OF UNDERSTANDING WITH THE PALOS VERDES ESTATES POLICE OFFICERS’ 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 Police Officers’ 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 Police Officers’ Association set forth therein the terms and conditions set forth in the “Memorandum of Understanding” effective January 22, 2019.

SECTION 2.

The City Clerk shall certify to the passage and adoption of Resolution R19-03 and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 22nd day of January 2019.


Betty Lin Peterson, MAYOR

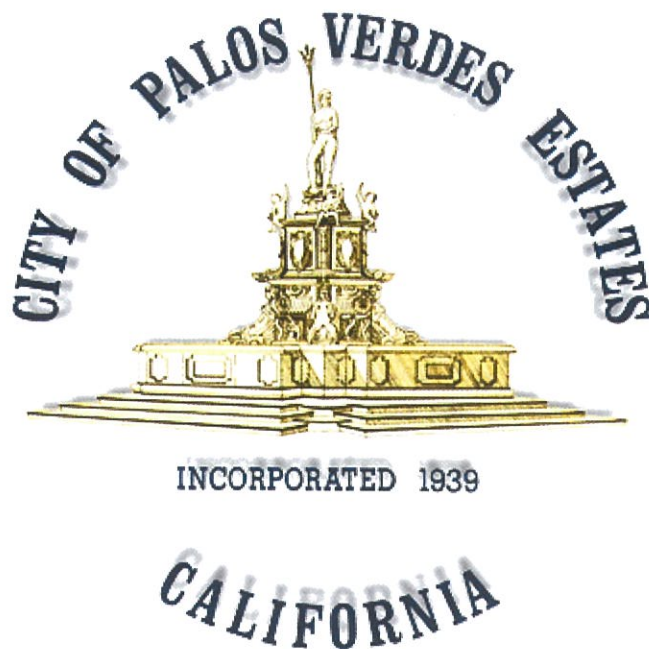
ATTEST:


Lauren Pettit, CITY CLERK

APPROVED AS TO FORM:


Christi Hogin, CITY ATTORNEY

EXHIBIT A



**City of Palos Verdes Estates
Memorandum of
Understanding**

Palos Verdes Estates Police Officers Association

July 1, 2018 – January 22, 2020

Table of Contents

I.	Preamble	1
II.	Term	1
III.	Recognition	1
IV.	Management Rights	1
V.	Hours of Work and Overtime	1
A.	Work Schedule Assignments	1
B.	Overtime	2
C.	Overtime Authorization	3
D.	Lunch Breaks at Trainings	3
E.	Shift Trades	3
VI.	Compensation	4
A.	Base Salary	4
B.	Step Increases	4
C.	Probationary Period	5
D.	Police Recruit	6
VII.	Special Pays	6
A.	Merit Pay	6
B.	Education Incentive	6
C.	Books and Tuition Reimbursement	7
D.	Special Pay Assignments	8
1.	Motorcycles	8
2.	Detective Bureau	8
3.	Canine Patrol	8
4.	AB 109 Task Force	9
5.	Field Training Shift Pay	9
E.	Acting Pay	10
F.	Acting Watch Commander	10
G.	Police Corporal	10
H.	Bilingual Pay	10
1.	Designation and Compensation	10
2.	Evaluation Process	10
I.	Shooting Pay	10
J.	Uniform Allowance	11
K.	Court Standby Time	12
L.	Post Certificate Pay	12
VIII.	Health Benefits and Retiree Medical Contributions	12
A.	Insurance Provided	12
1.	Health and Dental Insurance Benefits Frozen	12
2.	Vision Insurance	13
3.	Disability Insurance	13
4.	ACA Reopener	13
5.	Social Security	13
6.	Medicare	13

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

B.	Retiree Medical Benefits.....	14
IX.	Leave Provisions.....	14
A.	Holidays	13
1.	Impact on Regular Work Schedule.....	14
2.	Accrual Rate	14
3.	Holiday Leave Banks.....	14
B.	Vacation Leave.....	14
1.	Accrual Rate	14
2.	Use of Vacation	15
3.	Tracking.....	16
4.	Payment upon Separation	16
C.	Sick Leave.....	16
1.	Accrual.....	16
2.	Use.....	16
3.	Payment upon Retirement	16
4.	Payment for Non-Utilization	17
D.	Jury Duty.....	17
X.	Retirement.....	17
A.	Safety Employees.....	17
1.	Classic Members.....	17
2.	New Members.....	18
3.	1959 Survivor Benefit Program.....	18
B.	Non-Safety Employees.....	18
1.	Classic Members.....	18
2.	New Members.....	18
C.	Withdrawal of Employee Retirement Contributions.....	19
XI.	Grievance Procedures	19
A.	Informal Resolution.....	19
B.	Definition of Grievance.....	19
C.	Grievance Procedures.....	19
1.	Step I (Immediate Supervisor).....	19
2.	Step II (Chief of Police).....	20
3.	Step III (City Manager's Office)	20
4.	Step IV (Advisory Arbitration).....	20
D.	Time Limits	21
XII.	Administrative Appeals under the Public Safety Officers Procedural Bill of Rights Act.	21
A.	Administrative Appeal Procedure for Written Reprimands.....	21
1.	Right to Administrative Appeal.....	21
2.	Notice of Appeal.....	22
3.	Meeting with Police Chief.....	22
4.	Meeting with City Manager.....	23
5.	Written Response.....	23
6.	Representation	23
B.	Administrative Appeal Procedure for All Other Punitive Actions	23
1.	Right to Administrative Appeal.....	23

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

2.	Notice of Appeal.....	24
3.	Hearing Officer.....	24
4.	Burden of Proof/Persuasion.....	24
5.	Conduct of Hearing.....	25
6.	Representation.....	26
7.	Decision.....	26
XIII.	Miscellaneous Provisions.....	26
A.	Uniforms and Equipment.....	26
B.	Incompatible Activities.....	27
XIV.	Savings Clause.....	27

I. PREAMBLE

This Memorandum of Understanding (“MOU”) has been prepared between representatives of the City of Palos Verdes Estates and the Palos Verdes Estates Police Officers’ Association. Full consideration has been given to salaries, employee benefits, and other terms and conditions of employment.

II. TERM

The City and the Association agree that the term of this MOU shall commence with the pay period including July 1, 2018, and will continue in effect until one (1) year after ratification (on or about January 22, 2020). The terms and conditions of this MOU supersede all other agreements between the parties, including, but not limited to, all prior Memoranda of Understanding or Side Letter Agreements.

III. RECOGNITION

In accordance with applicable State laws, the Palos Verdes Estates Police Officers’ Association is recognized as the exclusive representative of all employees in the following classifications for the term of this MOU: Police Sergeant, Corporal, Police Officer, Police Recruit, Community Relations Officer, Lead Services Officer, Services Officer, and Traffic Control Officer.

IV. 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.

Failure by the City to exercise or implement any rights expressly provided for in this MOU shall in no way extinguish or diminish the City’s right to do so in the future.

V. HOURS OF WORK AND OVERTIME

A. WORK SCHEDULE ASSIGNMENTS

The daily hours of work (or shifts) for unit employees shall be assigned by the Chief of Police or the employee’s supervisor to meet the Department’s operational requirements, as determined in their sole discretion. Work schedules shall be posted up to six (6) weeks in advance.

Any foreseeable absence or deviation from regular working hours by an employee shall be requested and approved in advance through the Chief of Police, or his or her designee, and such absence shall be noted on the employee’s time records.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION

B. OVERTIME

1. It is the policy of the City of Palos Verdes Estates to avoid the necessity of overtime work whenever possible.

2. Employees shall be entitled to overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of:

- a) Thirty six (36) during a work week (Monday through Sunday) in which they are regularly scheduled to work three twelve (12) hour shifts pursuant to section 7(e) or 7(g) of this Memorandum of Understanding; or
- b) Forty eight (48) during a work week (Monday through Sunday) in which they are regularly scheduled to work four twelve (12) hour shifts pursuant to section 7(e) or 7(g) of this Memorandum of Understanding.

The parties acknowledge that the City's adoption of the Fair Labor Standards Act ("FLSA") Section 7(k) 28-day work period for sworn employees shall remain in full force and effect notwithstanding any other provision of this Memorandum of Understanding.

The parties also acknowledge that non-sworn employees in the bargaining unit are not subject to the Section 7(k) exemption and, under the FLSA, are entitled to overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours actually worked in excess of 40 in a work week (Monday through Sunday).

3. Time during which an employee is excused from work for vacation leave, administrative leave, jury duty, or compensatory time off shall be counted as hours worked for purposes of calculating overtime pay to which an employee may be entitled under this Memorandum of Understanding.

For any work week in which sick leave is taken, the sick leave shall be counted as hours worked for purposes of calculating overtime pay to which an employee may be entitled under this Memorandum of Understanding, but only to the extent the overtime results from a scheduled shift in the same work week or an unscheduled shift in the same work week that the employee was specifically directed to work by a supervisor. To the extent an employee volunteers to work an unscheduled shift, sick leave taken during the same work week shall not be counted as hours worked for purposes of calculating overtime pay for that work week.

4. Sworn employees 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 sworn 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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

who wish to work such scheduled overtime will have the first opportunity to volunteer for such shifts.

5. 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.

C. OVERTIME AUTHORIZATION

All overtime requests must have the prior authorization of a supervisor prior to commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain explicit authorization may result in the denial of the overtime request. The overtime slip constitutes written authorization.

D. LUNCH BREAKS AT TRAININGS

If an employee is authorized by his or her supervisor to attend an off-site training, i.e. outside the City of Palos Verdes Estates, and a lunch break is provided, and the employee returns to the training after the lunch break, that employee shall be paid and credited with hours worked for the lunch break, up to a maximum of one hour, as if he or she had been working during that time.

E. SHIFT TRADES

An employee may request to trade a shift with another employee provided both employees work in the same division. The following shall also apply to any shift trade:

1. A shift trade is permissible only if agreed to voluntarily by the two participating employees, and approved beforehand by a supervisor in writing. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

2. The employee originally scheduled to work the shift shall receive credit for the shift, and shall record the shift on a timesheet as if he or she had actually worked the shift. For purposes of calculating overtime pay under this Memorandum of Understanding and the FLSA, the shift shall be counted as hours worked by the employee originally scheduled to work the shift.

3. The employee who agrees to work the shift in place of the originally-scheduled employee shall not receive credit for the shift, and may not record the shift on his or her timesheet. The shift shall not count as hours worked by the employee who actually works the shift for purposes of calculating overtime pay under this Memorandum of Understanding or the FLSA.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

4. Coordination of any shift trade is the responsibility of the two participating employees. In circumstances where an employee cannot complete a shift trade by working the shift of another employee, such as where one or both of the participating employees have left the employ of the City, the two employees may, but are not required to, agree to a private monetary or other payback arrangement not involving the City.

5. If an employee is sick and unable to report for a shift that he or she had agreed to work for another employee pursuant to a shift trade, the City will deduct the hours for the shift from the sick leave bank of the employee who agreed to work the shift in place of the originally-scheduled employee.

VI. COMPENSATION

A. BASE SALARY

The base monthly salaries of all unit employees will be increased by four percent (4%) effective with the first payroll period immediately after ratification of this Memorandum of Understanding by the City Council. Appendix A of this Memorandum of Understanding contains the prior monthly base salaries for unit employees in effect during the period prior to the increase. Appendix B of this Memorandum of Understanding contains the base salaries for unit employees that shall take effect upon ratification of this Memorandum of Understanding. Compensation shall be payable for all positions in two equal bi-weekly installments (26 pay periods each year).

The base salary rates are based on full-time service in full-time positions unless otherwise designated.

B. STEP INCREASES

Employees shall be eligible for an annual salary increase at or about the time of their annual performance evaluation, contingent upon their successful achievement, as determined by their Department Head and City Manager, of the following steps:

1. Step A will be paid upon initial employment for a period of one (1) year, which period shall be considered to be the employee's probationary period.
2. Step B shall be paid upon completion of one (1) year of employment in Step A where the employee has demonstrated satisfactory job progress and normally increasing productivity.
3. Step C shall be paid upon completion of one (1) year of employment in Step B when the employee has demonstrated satisfactory job progress and normally increasing productivity.
4. Step D shall be paid upon completion of one (1) year of employment in Step C where the employee has convincingly demonstrated job progress and productivity which is above average for the class.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

5. Step E shall be paid upon completion of one (1) year of employment in Step D where the employee has convincingly demonstrated job progress and productivity which is substantially above average for the class.
6. Step F shall be paid upon completion of one (1) year of employment in Step E where the employee has convincingly demonstrated job progress and productivity which is substantially above average for the class.
7. Step G shall be paid upon completion of one (1) year of employment in Step F where the employee has convincingly demonstrated job progress and productivity which is substantially above average for the class.

All salary steps will become effective on the first day of the pay period in which the City Manager authorizes the salary step increase.

In any case where the Department Head or City Manager determine, in their sole discretion, that rigid adherence to the Step increase procedures would cause manifest injustice, the Department Head shall recommend and the City Manager may make such order as is proper in their sole discretion. Neither the Department Head's recommendation nor the City Manager's decision shall be subject to grievance procedures, however the Department Head and/or City Manager shall meet with the employee to discuss the employee's performance and how the employee can meet the required standard for the salary step increase.

Initial employment at a salary step above Step 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. PROBATIONARY PERIOD

In accordance with the provisions of the City's Personnel Rules, all new sworn and non-sworn employees of the Police Department, or those that laterally transfer or promote to bargaining unit classifications, are required to serve a probationary period. Accordingly, and in concert with the Personnel Rules, probation for original appointments of sworn and non-sworn employees shall not be less than 365 calendar days. Probation for laterals and promotional appointments shall be 365 calendar days from the date of employment or appointment into the promotional rank.

During any probationary period, an employee may be dismissed from City employment without reason or right of appeal. Sworn probationary employees who fail to timely acquire a POST Basic Certificate in accordance with California law shall automatically be dismissed from employment.

In accordance with the Personnel Rules, the Appointing Authority or Department Head may, at their discretion, extend the probationary period. However, the probationary period shall be automatically extended where, (1) any cumulative absences during the probationary period from the performance of the employee's usual and customary duties exceed eighty (80) hours, or (2) where presence at the work site during the probationary period, but in a condition where the employee is not able to perform all of the usual and customary duties of the job position, exceeds

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

eighty (80) hours. In calculating the 80-hour threshold, absences attributed to the utilization of holiday time off shall be excluded. In cases where 80 hours are accumulated, the probationary period extension shall automatically occur regardless of notice of the extension being provided to the employee at issue. The probationary period extension shall be in an amount of time equal to the total number of hours during the probationary period the employee was absent or unable to perform all of his or her usual and customary duties.

D. POLICE RECRUIT

Persons selected as Police Officer candidates shall be classified as Police Recruits until the date when they have successfully completed a City-approved police academy and have been sworn in as a Police Officer. Until such date as a Police Recruit is appointed as a sworn City Police Officer, he or she shall be classified as a miscellaneous employee for purposes of determining retirement benefits under the California Public Employee Retirement System. Upon appointment as a sworn City Police Officer, he or she shall be regarded as a law enforcement or safety employee for purposes of determining retirement benefits.

The Police Recruit will be paid upon initial employment at Step A of the City's Salary Schedule (Appendix A). Upon appointment as a Police Officer, the employee will be placed at Step A of the Police Officer classification.

VII. SPECIAL PAYS

Special Pay assignments and compensation shall be as follows:

A. MERIT PAY

Employees shall be eligible for the following Merit Pay as long as employed by the Police Department:

AFTER TEN (10) YEARS OF CONTINUOUS SERVICE – An additional five percent (5%) of base salary per month added to an officer's monthly base pay.

AFTER FIFTEEN (15) YEARS OF CONTINUOUS SERVICE – An additional seven and one-half percent (7.5%) of base salary per month added to an officer's monthly base pay

AFTER TWENTY (20) YEARS OF CONTINUOUS SERVICE – An additional ten percent (10%) of base salary per month added to an officer's monthly base pay.

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.

B. EDUCATION INCENTIVE

Unit employees who have completed two (2) years of service shall be entitled to monthly compensation above their monthly base pay if they have earned an Associate of Arts degree in

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

Police Science or a closely related field, or have earned a college Baccalaureate degree in Police Science or a closely related field. 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" and "approved semester units". Sixty (60) approved semester units shall qualify an employee in lieu of an A.A. degree.

Qualifying employees shall receive:

	A.A.	B.A.
Sworn Employees	Additional five percent (5%) of base salary per month added to an employee's monthly base pay.	Additional ten percent (10%) of base salary per month added to an employee's monthly base pay.
Non-Sworn Employees	Additional five percent (5%) of base salary per month added to an employee's monthly base pay.	Additional ten percent (10%) of base salary per month added to an employee's monthly base pay.

C. BOOKS AND TUITION REIMBURSEMENT

Unit employees who have worked for the City for two (2) years or more shall be eligible for reimbursement for tuition as follows.

The City will reimburse employees for tuition for job-related courses taken at an accredited 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. The City Manager and Chief of Police shall determine what courses are sufficiently job-related to be eligible for tuition reimbursement. A member may also be reimbursed for tuition costs for courses taken in foreign languages that are deemed by the Chief of Police as 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.

Requests for reimbursement for tuition must be submitted in writing and pre-approved by the City Manager and Chief of Police. Requests shall be considered on a first come, first served basis. Requests may be submitted no sooner than 30 calendar days prior to the start of registration, nor later than 30 calendar days prior to the last day of registration for the fall and spring semesters, respectively, at California State University, Long Beach. Requests also may not be submitted sooner than six (6) months prior to the first scheduled day of class to be attended by the employee.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

Reimbursement shall not be paid until the employee presents an official transcript from the college or university reflecting that the employee received a final passing mark of "C" or better, or the equivalent of a "C" or better.

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

The amount of tuition reimbursement paid to any individual employee in a single fiscal year (July 1 to June 30) shall not exceed the actual amount of the tuition paid by the employee or the basic annual tuition fee for the California State University, Long Beach for the academic year that begins soonest after the start of the City's fiscal year (July 1), whichever is greater. E.g. for fiscal year 2017/2018, the applicable basic annual tuition fee for the California State University, Long Beach for academic year 2017/2018, which begins on August 21, 2017, is \$5,472. The maximum amount of tuition reimbursement that an employee would be eligible to receive in that fiscal year 2017/2018 is \$5,472.

The total amount of reimbursement paid by the City to one or more members of the unit shall not exceed \$30,000 in any fiscal year. Requests for reimbursement will not be approved for amounts in excess of the individual annual cap or the annual cap (\$30,000) for the unit.

In addition to the aforementioned annual caps on reimbursement, no employee shall be reimbursed by the City for tuition in excess of \$25,000 in that employee's lifetime. Tuition reimbursements approved and/or paid for by the City prior to October 1, 2017 shall not be counted towards the lifetime cap.

There shall be no tuition buy back.

D. SPECIAL PAY ASSIGNMENTS

1. Motorcycles

Officers regularly assigned to operate motorcycles shall receive an additional five percent (5%) of base salary per month added to their monthly base pay.

2. Detective Bureau

Officers assigned to the Detective Bureau shall receive an additional five percent (5%) of base salary per month added to their monthly base pay.

3. Canine Patrol

Officers regularly assigned to Canine Patrol are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine unit. To receive such compensation, officers assigned to Canine Patrol must have responsibility for caring,

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

grooming, feeding and training of a canine. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, allows the parties to agree on appropriate compensation for the performance of canine duties and to a reasonable number of hours per month for the performance of off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the FLSA. In addition, both parties believe that the following agreement does comply with the requirements of the FLSA.

Officers regularly assigned to Canine Patrol shall therefore receive an additional five percent (5%) of base salary per month added to their monthly base pay. Officers shall further be paid \$200 per month, which is compensation for ten (10) hours per month for off-duty Canine Officer duties. This compensation compensates the officers for the reasonable number of hours per month which the Canine Officer spends caring, grooming, feeding, and training the dog assigned to the officer, as well as maintaining the canine unit while off duty. The parties agree that the foregoing compensation is intended to compensate the canine officer for off-duty canine activities on an overtime basis at one and one half times the officer's regular rate for canine duties. Regular rate for off-duty canine duties will be determined for each canine officer by dividing two hundred dollars (\$200) by 10 hours and then dividing that amount by 1.5. It is the intent of the parties that the regular rate of pay for off-duty canine duties will exceed both the State and Federal minimum wage. It is expected that Canine Officers will not work more than 10 hours per month performing off-duty Canine duties as described herein.

Canine Officers who must take their canine to the veterinarian in an emergency shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the officer's control. In addition, if a canine officer will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided.

Such additional compensation must be approved in advance before any such work is performed unless the additional work is an emergency beyond the officer's control. Any additional compensation shall be compensated at time and one half the canine regular rate of pay, the calculation of which is described in the previous paragraph.

4. AB 109 Task Force

Officer(s) regularly assigned by the Chief of Police to serve on the AB 109 Task Force shall receive an additional five percent (5%) of base salary per month added to their monthly base pay.

5. Field Training Shift Pay

For any shift worked by an employee during which the employee is assigned a trainee and actually serves as a Field Training Officer or Communications Training Officer, that employee shall be entitled to an additional one and one-half (1 ½) hours of pay at the employee's regular rate of pay, not to be counted as hours worked for any purpose. For example, an employee who works a

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

qualifying shift and whose applicable regular rate of pay is \$50 shall receive for that shift a single payment of \$75 in addition to his or her regular compensation.

E. ACTING PAY

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 in base pay, but in no event shall the employee's base salary exceed the range for the acting classification.

F. 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 five percent (5%) of base salary for each such shift.

G. POLICE CORPORAL

Corporals shall be paid an additional five percent (5%) above the top step of a Police Officer's base salary. Promotions to Corporal will be subject to the City's promotional exam procedures according to the City's rules and procedures. The Chief of Police will determine the number of Corporal positions, based on departmental needs as determined at his or her sole discretion and the City's regular budget process.

H. BILINGUAL PAY

1. Designation and Compensation

The Chief of Police, at his or her sole discretion, may designate any member(s) of the unit to act as an interpreter of a foreign language for departmental operations. A member so designated by the Chief may be required to translate at any time. Any member(s) so appointed and deemed proficient in the language as set forth below shall receive an additional \$75.00 per month while so designated. Payment will be paid monthly with the last paycheck of each month.

2. Evaluation Process

The Palos Verdes High School World Language Chairperson or designee will conduct a conversation exclusively in the respective language to be evaluated. The content of the conversation will be defined by the evaluator, but will be relevant to the type of translation commonly encountered by employees who would need to translate in the police environment. No reading or written test will be required in the evaluation process. The Chairperson or their designee shall determine whether the member is proficient in the language for which the member would be assigned interpretation duties.

I. SHOOTING PAY

The City shall pay 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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

by the Chief of Police to the City that any such member has qualified to receive the additional compensation, the City shall pay the member, in the amounts described below, on a month-to-month basis. Payment shall be provided one calendar month after 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.

MARKSMAN – Qualification: 230 points out of possible 300 points. \$5.00 per month.

SHARPSHOOTER – Qualification: 250 points out of possible 300 points. \$10.00 per month.

EXPERT – Qualification: 270 points out of possible 300 points. \$20.00 per month.

DISTINGUISHED EXPERT – Qualification: 1710 points out of a possible 1800 points in any six (6) month period. \$30.00 per month.

J. UNIFORM ALLOWANCE

1. The City shall pay a uniform allowance of \$825 per year to each regular full-time member of the Police Department for purchase of required clothing.
2. 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 of the following calendar year as a clothing and safety equipment allowance.
3. An employee shall not be entitled to a uniform allowance until the successful completion of probation, at which time the employee shall receive their clothing and safety equipment allowance at the next scheduled installment, which will capture any time after probation is passed until the installment is paid.
4. If a permanent, non-probationary employee's employment is terminated sooner than payment of the next regularly scheduled installment, then the employee shall be paid a prorated portion of the allowance based on the number of full months worked since the last installment. For example, a permanent employee whose employment terminates six weeks following payment of the last installment shall receive \$68.75, or one month's share of the uniform allowance.
5. An employee who passes probation less than six months before payment of the next regularly scheduled installment shall receive a prorated portion of the uniform allowance at the next regularly scheduled installment based on the number of full months worked since passing probation. For example,

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

an employee who passes probation six weeks before the next installment will receive \$68.75, or one month's share of the uniform allowance, at the next regularly scheduled installment.

K. COURT STANDBY TIME

Any employee required to be on court standby status for a court appearance during hours other than their scheduled working hours shall be paid for two (2) hours pay at one and one-half the employee's regular rate of pay for each morning court session and two (2) hours pay at one 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 he or she can be reached while on court standby or may carry an electronic pager. Court Standby Time shall not be considered hours worked for the purpose of calculating overtime. Employees shall not be paid Court Standby time if they are summoned to appear and receive court appearance pay, in lieu of Court Standby pay, for that specific court appearance.

L. POST CERTIFICATE PAY

Effective September 1, 2019, the pay of unit employees who have or attain, and provide the City with sufficient proof of attainment of, a POST Intermediate Certificate shall be increased by an amount equal to one percent (1%) of their base salary.

Effective September 1, 2019, the pay of unit employees who have or attain, and provide the City with sufficient proof of attainment of, a POST Advanced Certificate shall be increased by an amount equal to two percent (2%) of their base salary.

Unit employees will only receive either the additional one percent (1%) pay for obtaining a POST Intermediate Certificate or the additional two percent (2%) pay for obtaining a POST Advanced Certificate, but not both, i.e., the additional POST Certificate Pays are non-stackable.

VIII. HEALTH BENEFITS AND RETIREE MEDICAL CONTRIBUTIONS

A. INSURANCE PROVIDED

The City will provide medical, dental, vision, life and disability insurance programs during the term of this MOU upon the terms and conditions set forth in this section as follows:

1. Health and Dental Insurance Benefits

The plans for insurance in effect on July 1, 2018, or their equivalent, shall remain in effect during the term of this MOU, subject to the allocation of cost of premiums hereinafter set forth.

Therefore, effective July 1, 2018, the City will contribute up to a maximum of \$1,523.00 per month toward the premiums for health and dental insurance for each employee. The cost of any premiums that exceed the maximum monthly contribution shall be paid by the employee.

2.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

3. Vision Insurance

Vision Care insurance for employee-only coverage through an Optical Insurance Program will be paid for by the City. Employees who elect coverage for any dependents shall be responsible for any insurance premium owed for dependent coverage.

4. Disability Insurance

The City currently offers a Long Term Disability insurance plan to all Police Department employees. The employee pays the premium.

5. ACA Reopener

If, during the term of this MOU, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits for City employees, the City and Association agree to reopen Article IX – Health Benefits and Retiree Medical Contributions, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the City and Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article IX of the MOU.

6. 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.

7. Medicare

Employees are required to participate in the Federal Medicare Program. The contribution is the responsibility of the employee and shall be paid in full by the employee.

B. RETIREE MEDICAL BENEFITS

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

IX. LEAVE PROVISIONS

A. HOLIDAYS

1. Impact on Regular Work Schedule

Unit employees shall be required to work their regular schedules in order to provide continuous staffing of the Police Department.

2. Accrual Rate

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.

3. Holiday Leave Banks

All unit employees shall have two holiday leave banks, as follows:

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".

The second bank, called a "carryover holiday bank", is limited to 180 hours of accrued holiday leave. 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 who sells back holiday leave may elect to either: (1) receive cash at the employee's regular rate of pay; (2) contribute to a 457 deferred compensation plan; (3) contribute to a 529 Educational Savings Plan or (4) any combination of the above, as permitted by law.

B. VACATION LEAVE

1. Accrual Rate

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

employee leave the City service prior to the completion of one year, the employee shall not be entitled to any pay for vacation.

Full-time employees shall accrue an additional eight (8) hours of vacation per year of service following the completion of 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.

Years of Service		Vac. Hours/Month	Vac. Hours/Year
Greater than:	Less than or equal to:		
1 full year	5 full years	8	96
5 full years	6 full years	8.667	104
6 full years	7 full years	9.333	112
7 full years	8 full years	10	120
8 full years	9 full years	10.667	128
9 full years	10 full years	11.333	136
10 full years	11 full years	12	144
11 full years	12 full years	12.667	152
12 full years		13.333	160

2. Use of Vacation

It is the general policy of the City that vacations will 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.

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.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

Holidays occurring during a vacation shall not be counted as a day of vacation.

3. Tracking

The City shall provide notice to each employee at least once per year of the vacation accrual rate and the vacation cap applicable to that employee, who shall be individually responsible for requesting, utilizing, and tracking his/her vacation leave.

4. Payment upon Separation

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.

C. SICK LEAVE

1. Accrual

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.

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.

2. Use

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.

Holidays occurring during sick leave shall not be counted as a day of sick leave.

3. Payment upon Retirement

No payment shall be made for accumulated sick leave at the time of termination of employment, except upon honorable retirement.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

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.

4. Payment for Non-Utilization

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.

D. JURY DUTY

Non-sworn employees selected for jury duty shall be excused from work with pay for the hours required by such obligation, up to a maximum of ten (10) working days, provided they submit any jury fees received for such time to the City. The employee shall return to work whenever released during working hours and travel time allows. Sworn employees shall not be eligible for paid jury duty leave.

X. RETIREMENT

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

A. SAFETY EMPLOYEES

All sworn members of the Association, which include the Police Sergeants, Police Corporals and Police Officers classifications, receive the following retirement benefits:

1. Classic Members

For all safety employees, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:

- a) The retirement plan between the City and CalPERS provides for the "3% at 50" retirement formula for all eligible Classic Members hired on or before January 1, 2013.
- b) The City has contracted with CalPERS to provide the "single highest year" final compensation formula for safety Classic Members.
- c) Each active safety member who is deemed a Classic Member will pay 100% of their statutorily required Member Contribution.

2.

3.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

4. New Members

For all safety employees who are deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:

- a) The retirement plan between the City and CalPERS provides for the “2.7% at 57” retirement formula for all eligible New Members hired after January 1, 2013.
- b) For the purposes of determining an employee’s retirement benefit, final compensation shall mean the highest average pensionable compensation earned during thirty-six (36) consecutive months of service.
- c) Each active safety member who is deemed a “New Member” shall pay fifty percent (50%) of the total normal cost of the retirement benefit, which will fluctuate from time to time as the amount is determined by CalPERS.

5. 1959 Survivor Benefit Program

The City and CalPERS have contracted to provide survivor benefits to eligible survivors of covered members who die before retirement. The City will continue to offer survivor benefits to eligible personnel, although employees shall be 100% responsible for employee contributions toward the benefit plan.

B. NON-SAFETY EMPLOYEES

All non-safety members of the Association, which include the Community Relations Officer, Lead Services Officer, Services Officers, Traffic Control Officer, and Police Recruit classifications, receive the following retirement benefits:

1. Classic Members

For all miscellaneous employees, except those deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:

- a) The retirement plan between the City and CalPERS provides for the “2% at 55” retirement formula for all eligible Classic Members hired on or before January 1, 2013.
- b) The City has contracted with PERS to provide the “single highest year” final compensation formula for miscellaneous Classic Members.
- c) Each active “Classic Member” will pay 100% of their Member Contribution.

2. New Members

For all miscellaneous employees who are deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

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

C. WITHDRAWAL OF EMPLOYEE RETIREMENT CONTRIBUTIONS

The City shall deduct from employee’s salary on a pre-tax basis, each pay period, the appropriate sum of their employee contribution and shall submit that amount to CalPERS for depositing in the member’s retirement account.

XI. GRIEVANCE PROCEDURES

A. INFORMAL RESOLUTION

It is the responsibility of unit members who believe they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate non-bargaining unit supervisor as designated by the Police Chief or his/her designee in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-supervisor level.

If such informal discussion does not resolve the problem to the unit member’s satisfaction, and, if the complaint constitutes a grievance as herein defined, the unit member may file a formal grievance in accordance with the following procedure.

B. DEFINITION OF GRIEVANCE

A “grievance” is a claimed violation of a specific MOU provision, except for those provisions specifically exempted therein from these immediate procedures.

C. GRIEVANCE PROCEDURES

1. Step I (Immediate Supervisor)

If, after engaging in an informal discussion with their immediate non-unit supervisor as described above, the issue being grieved is not resolved, the unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his/her immediate non-unit supervisor within fifteen (15) calendar days of the initial commencement of the occurrence being grieved. The grievance must provide the specific section of the MOU alleged to have been violated, a description of the facts upon which the grievance is based and must be signed by the grievant. The immediate supervisor shall consider and discuss the grievance with the grievant and the grievant’s designated representative as he/she deems appropriate. The immediate supervisor may, at his/her discretion, request a superior to participate

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

in the meeting with the grievant. The immediate supervisor shall, within three (3) calendar days of having received the written grievance, submit his/her response thereto in writing to the grievant.

If the grievance is against the employee's immediate supervisor, the employee may submit their grievance directly to the Chief of Police.

2. Step II (Chief of Police)

If the written response of the immediate supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the Chief of Police within fifteen (15) calendar days of the grievant's receipt of the supervisor's response. Within five (5) calendar days of having received the Step II form, the Chief shall set a meeting with the grievant, the grievant's designated representative and such other personnel as he/she deems appropriate, in his sole discretion, to investigate and consider the grievance. Within ten (10) calendar days of the meeting, the second level of review shall submit his/her response to the grievance to the grievant and the grievant's representative, if any.

If a grievance is against the Chief of Police, the employee may appeal the immediate supervisor's decision directly to the City Manager.

3. Step III (City Manager's Office)

If the response to the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the third level of review (designated representative of the City Manager's Office) within ten (10) calendar days of the grievant's receipt of the Step II response. Within ten (10) calendar days of having received the Step III form, the City Manager's designated representative shall set a meeting with the grievant, the grievant's designated representative and such other personnel as he/she deems appropriate, to consider the grievance. Within twenty (20) calendar days of the meeting, the third level of review shall submit his/her response to the grievant and the grievant's representative, if any.

4. Step IV (Advisory Arbitration)

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Association may jointly appeal the grievance to the City Manager within five (5) calendar days of the grievant's receipt of the Step III response. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and at a place convenient to the parties, and shall be bound by the following:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

- a) The arbitrator shall be bound by the language of the MOU and the City and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- b) The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- c) The arbitrator shall be bound by applicable Federal, State and City law.
- d) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to five (5) days before the grievance was timely filed.

The arbitrator shall submit findings and advisory recommendations to the grievant and the City Manager. The City Manager shall, within ten (10) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties

D. TIME LIMITS

Failure of City representatives to comply with time limits specified in Section C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance.

**XII. ADMINISTRATIVE APPEALS UNDER THE PUBLIC SAFETY OFFICERS
PROCEDURAL BILL OF RIGHTS ACT**

The following administrative appeal procedures are established in accordance with Government Code section 3304.5. They shall supplement, but not replace, the existing discipline appeal policies established pursuant to the City of Palos Verdes Estates Municipal Code and City of Palos Verdes Estates Personnel Rules (collectively, "City Rules") regarding corrective and disciplinary action. This procedure shall not apply to corrective or disciplinary actions that are already appealable under the City Rules.

**A. ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN
REPRIMANDS**

1. Right to Administrative Appeal

- a) Any public safety officer (as that term is defined by Government Code §3301) who receives a written reprimand is entitled to an administrative appeal in accordance

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

with this procedure. An officer is not entitled to appeal a written reprimand prior to its imposition.

- b) Officers subjected to other types of corrective and disciplinary actions, as defined in the City Rules, shall continue to be entitled to an appeal in accordance with those existing procedures.
- c) Officers subjected to any other punitive action (within the meaning of Government Code §3303) that entitles the officer to an appeal hearing (in accordance with Government Code §3304) shall be entitled to an appeal in accordance with Article XIII(B) of this MOU.)
- d) An officer who appeals a written reprimand under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees.
- e) If an officer is both the subject of a disciplinary action for which the officer is entitled to an appeal under the City Rules and a written reprimand that is appealable under this procedure, the officer shall be entitled to appeal the disciplinary action pursuant to the City Rules but may only appeal the written reprimand pursuant to this procedure unless the City agrees, in its sole discretion, that the officer may appeal both the disciplinary action and the written reprimand in accordance with the appeal procedures the under the Personnel Rules. The City's decision is final and shall not be subject to the grievance procedure herein.

2. Notice of Appeal

- a) Within ten (10) calendar days of the date an officer receives notice of a written reprimand, the officer shall notify the Police Chief in writing of the officer's intent to appeal the written reprimand.
- b) The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Meeting with Police Chief

- a) The Police Chief, or his/her designee, shall schedule a meeting with the appealing officer within twenty-one (21) calendar days of the issuance of the written reprimand. The meeting shall not be conducted as an evidentiary hearing, but rather shall provide an informal opportunity for the appealing officer to discuss the reprimand. The Police Chief, or his/her designee, may adopt, modify, or reject the written reprimand.
- b) The Police Chief, or his/her designee, shall inform the officer in writing within ten (10) calendar days of the meeting of his/her decision.

4.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

5. Meeting with City Manager

If the officer wishes to appeal the decision by the Police Chief, or his or her designee, the officer must notify the City Manager within ten (10) calendar days of the date that the Police Chief makes his or her written decision.

The City Manager shall schedule a meeting with the appealing officer within twenty-one (21) calendar days of the Police Chief, or his/her designee's decision to review the decision. The meeting shall not be conducted as an evidentiary hearing, but rather shall provide an informal opportunity for the appealing officer to discuss the reprimand. The City Manager may adopt, modify, or reject the decision. The City Manager's decision shall be final and binding. The City Manager must inform the officer in writing within ten (10) calendar days of his/her decision.

6. Written Response

If the officer does not appeal the reprimand, or if the written reprimand is upheld following an appeal, the officer shall have the right to submit a written response within thirty (30) days of receipt of the issuance of the reprimand, or the final decision, whichever is later. The officer's response will be attached to the written reprimand in the officer's personnel file.

7. Representation

The officer may be represented by a representative of his or her choice at each of the meetings described herein. All costs associated with such representation shall be borne by the officer.

The Department shall also be entitled to representation at all stages of the proceedings.

**B. ADMINISTRATIVE APPEAL PROCEDURE FOR ALL OTHER
PUNITIVE ACTIONS**

1. Right to Administrative Appeal

- a) Any public safety officer (as that term is defined by Government Code §3301) who is subjected to a punitive action (within the meaning of Government Code §3303) that entitles the officer to an appeal hearing (pursuant to Government Code §3304), other than corrective or disciplinary action appealable under the City Personnel Rules or written reprimand appealable under Article XIII(A) of this MOU, shall be entitled to receive an administrative appeal under this procedure.
- b) Officers subjected to discipline appealable under the City Personnel Rules or written reprimand appealable under Article XIII(A) of this MOU shall continue to be entitled to an appeal in accordance with those procedures.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

- c) An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees.
- d) If an officer is both the subject of a disciplinary action for which the officer is entitled to an appeal hearing under City Rules and a punitive action that is appealable under this procedure, the officer may appeal both punitive actions in accordance with the Personnel Rules upon approval of the City Manager. The City Manager's decision is final and shall not be subject to the grievance procedure herein.

2. Notice of Appeal

- a) Within five (5) calendar days of receipt by an officer of notification of punitive action as set forth above, the officer shall notify the City Manager in writing of the officer's intent to appeal the punitive action.
- b) The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- c) The notice of appeal must specify whether the preference is for the matter to be heard by a hearing officer. If no preference is indicated, the appeal shall be heard by the City Manager or designee.

3. Hearing Officer

- a) If the City Manager or designee is elected to serve as the hearing officer, he/she shall have ten (10) calendar days from receipt of the notice of appeal to schedule the hearing date(s).
- b) If a hearing officer is appointed, the City Manager shall allow the hearing officer to be selected by the parties from a list of seven (7) hearing officers provided by the California State Mediation and Conciliation Service.
- c) Any hearing officer selected by the parties shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's recommendations and advisory decision.

4. Burden of Proof/Persuasion

- a) If the action being appealed does not involve allegations of misconduct (*i.e.*, allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules), then the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. In such cases, the Department's burden is satisfied if the Department establishes that the action was reasonable,

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

even though reasonable persons might disagree about whether the action was the best one under the circumstances.

For example, if the Department imposes a non-disciplinary transfer of an officer out of a premium or special pay assignment with the intent of affording other officers the opportunity to work in the assignment, the decision would not be subject to being overturned as long as it was reasonable, even if one or more persons might disagree with the decision.

- b) If the punitive action involves one or more charges of misconduct (*i.e.*, allegations that the officer has violated one or more laws, regulations, procedures, or rules), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct, and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if an officer was subjected to punitive action for unauthorized absence from work, then the Department would bear the burden of proving that the officer was absent from work without authorization and that the punitive action being appealed was reasonable under the circumstances.

5. Conduct of Hearing

- a) The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which would otherwise unduly consume time.
- b) The parties may present opening statements.
- c) The parties may present evidence through documents and testimony.
 - 1) If the punitive action at issue is based on a charge of misconduct, then witnesses shall testify under oath.
 - 2) If the punitive action at issue is based on a charge of misconduct, then the hearing officer may issue subpoenas for documents or testimony upon reasonable request of the parties.
- d) Except where the punitive action is based on a charge of misconduct, the parties shall not be entitled to confront and cross-examine witnesses.
- e) Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.
- f) If the punitive action is based on a charge of misconduct, then the hearing shall be recorded by a certified court reporter. Otherwise, the hearing may be tape-recorded. The per diem cost of a court reporter shall be equally borne by the City and the

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

officer. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

6. Representation

The officer may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the officer.

The Department shall also be entitled to representation at all stages of the proceedings.

7. Decision

- a) In cases where the City Manager or designee is serving as the hearing officer, the City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of the submission of the case by the parties for decision.
- b) In cases where the City Manager has appointed a hearing officer to make an advisory decision, the hearing officer shall issue his/her advisory decision in writing, to both parties, within thirty (30) calendar days of the submission of the case by the parties. The written advisory decision shall set forth proposed findings of fact and a proposed decision. Within fifteen (15) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and decision. If the City Manager modifies or rejects the hearing officer's decision, then he or she shall review the entire record prior to making a decision.
- c) The final decision shall be served by first class mail, postage pre-paid, upon the officer as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.5.
- d) The decision rendered by the City Manager shall be final and binding.

XIII. MISCELLANEOUS PROVISIONS

A. UNIFORMS AND EQUIPMENT

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. 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION**

B. 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, in his/her discretion, 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.

XIV. SAVINGS CLAUSE

Should any provision of this Memorandum of Understanding be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in full force and effect until otherwise canceled or amended. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.


MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALOS VERDES
ESTATES AND THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION

FOR THE CITY OF PALOS VERDES ESTATES (SUBJECT TO APPROVAL BY
RESOLUTION OF THE PALOS VERDES ESTATES CITY COUNCIL):


Anton Dahlerbruch
City Manager, City of Palos Verdes Estates

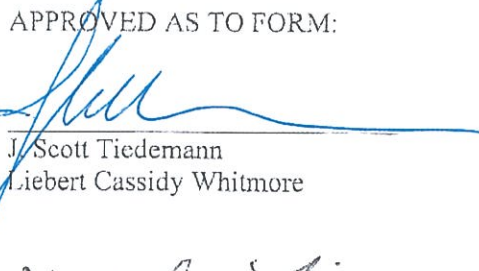
01/23/19
Date

FOR THE PALOS VERDES ESTATES POLICE OFFICERS ASSOCIATION:


Greg Robinson
POA President

1/17/19
Date

APPROVED AS TO FORM:


J. Scott Tiedemann
Liebert Cassidy Whitmore

1/17/19
Date


Howard A. Liberman
Mastagni Holstedt

1/17/19
Date

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

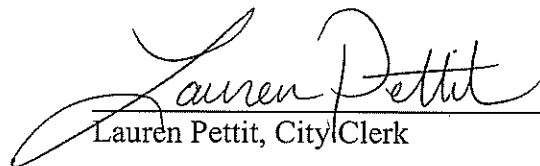
I, Lauren Pettit, City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R19-03** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 22nd day of January, 2019, by the following vote:

AYES: COUNCILMEMBERS: Peterson, Kao, Davidson, King, Vandever

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

RECUSED: COUNCILMEMBER: None



Lauren Pettit, City Clerk