

GARDENA

POLICE

OFFICERS

ASSOCIATION

MEMORANDUM OF UNDERSTANDING

January 1, 2007 to December 31, 2019

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GARDENA POLICE OFFICERS ASSOCIATION, INC. (GPOA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
INCLUDING ALL REVISIONS AND AMENDMENTS,
FOR THE PERIOD OF JANUARY 1, 2007 - DECEMBER 31, 2019**

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THE GARDENA POLICE OFFICERS ASSOCIATION, INC. (GPOA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
FOR THE PERIOD OF JANUARY 1, 2007 TO DECEMBER 31, 2019**

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO AND WITH REFERENCE TO THE FOLLOWING FACTS:

01. The GARDENA POLICE OFFICERS ASSOCIATION, INC., (herein-after referred to as the "Association") is the recognized employee organization for all persons employed by the CITY OF GARDENA (hereinafter referred to as the "City") in the classification of Police Trainee, Police Officer (including Specialists), and Police Sergeant (hereinafter referred to as "affected employees");
02. In the interest of maintaining harmonious relationships between City and the affected employees, authorized representatives of the City, the Association and their respective counsels have met and have conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of affected employees; and
03. The authorized representatives of the City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of affected employees, and have agreed that the parties hereto will urge the affected employees and the City Council of the City to ratify this Agreement and urge said City Council to implement the terms and conditions of this Agreement by appropriate ordinance, resolution or other lawful action.

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. PLAN CHANGES: If the City desires to change any classification represented by the Association, the City will give the Association at least sixty (60) days advance notice and an opportunity to meet and confer.

SECTION 2. PROMOTIONS

- A. Promotions to the positions of Sergeant or Lieutenant shall be made from one of the top four (4) candidates on the current promotional list for that position.
- B. In cases of promotion, the employee shall be paid the minimum rate of the appropriate pay range or at least five percent (5%) higher than his/her current pay rate, whichever is higher.
- C. Promoted employees shall receive a higher rate of pay than any of their subordinates.

SECTION 3. LATERAL ENTRY PROMOTION: All lateral entry officers entering service in the City shall be eligible for promotion after the completion of their probationary period if they meet the total experience, performance and educational requirements for the promotional position.

ARTICLE II. COMPENSATION

SECTION 1. SALARY (Salary Survey)

A. BASIS FOR ESTABLISHING SALARY RANGES

- 1) A salary survey shall be conducted each year to determine the salary paid to employees in comparable classifications, at a comparable Pay Step, as of August 15 of that year, unless

otherwise noted in this agreement in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne, and El Segundo.

- a) Effective December 13, 2016, the next salary survey will be conducted in July 2017, July 2018 and July 2019 to determine the salary paid to employee in comparable classifications.
- 2) Salary surveys shall be conducted on the following comparable: salary, years of service/longevity at 5-7 years, Specialist Pay and Education Incentive Program Bonus (EIB).
- 3) The base salary of each affected employee shall be increased by an amount necessary to cause the salary at Step 5 in each represented classification to equal the average base salary paid to employees in comparable classifications, at a comparable Pay Step, as of August 15 of that year, in the survey cities, with maximum increases set per the terms set forth in paragraph B below.
- 4) The Salary Survey as referenced in this Section A will determine comparable salaries taking into account base salary, longevity bonuses, educational incentive (EIB) and special assignment pay, inclusive for total compensation calculation.

B. EQUITY ADJUSTMENTS

- 1) July 2016 Equity Adjustment: Effective July 3, 2016, each affected employee represented by GPOA shall receive an Equity Adjustment as follows:
 - (a) Police Officers: A total of 4.26% to be distributed across the employee's base salary, Specialist Assignment Pay Bonus and Educational Incentive Bonus.
 - (b) Police Sergeants: A total of 4.47% to be distributed across the employee's base salary and Educational Incentive Bonus.
- 2) July 2017 Equity Adjustment: Effective July 2, 2017, each affected employee represented by GPOA shall receive an Equity Adjustment to base salary of a guaranteed 4.5%, defined as the employee's salary schedule and step only and excluding any Specialist, Assignment Pay Bonus, Educational Incentive Bonus, Longevity or other premiums. A salary survey will be conducted and should the survey yield a higher percentage increase, the maximum amount of additional increase will be 3.0%; for a total increase of 7.5%.

C. BASE SALARIES FOR THE TERM OF THIS AGREEMENT

- 1) Effective July 3, 2016, the base salaries of affected employees shall be set according to the salary schedule in Attachment A.

D. PROBATION PERIOD

- 1) The probation period for new employees shall be from date of hire until twelve (12) months after the date of graduation from the Police Academy. The Chief of Police may extend such probation for an additional six (6) months.
- 2) Probation after promotion shall be twelve (12) months. Any affected employee, while on probation after promotion, who has been absent from City service without pay or on paid sick leave in excess of 160 hours, may have the probation extended for a period not to exceed the term of such absence.

- 3) Probation for lateral entries and employees with prior police experience who are not required to attend the police academy shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.

E. MERIT PAY STEP PLAN

1) MERIT PAY STEP ADVANCEMENT

(a) Merit step advancements shall be effective on the date of entitlement.

(b) As designated herein, the affected employees shall be entitled to receive the applicable, respective rate of compensation prescribed per the City's Classification and Compensation Plan, as adopted and amended, at the following schedules:

(i) Police Officer Schedule #201

(ii) Police Sergeant Schedule #203

(c) Only salary steps 1 through 6 shall be considered a Merit Pay Step. Merit steps shall be separated in the following manner: Step 5 shall be five percent (5%) above Salary Step 4; and so on down to Salary Step 1. Salary Step 1 Police Officer shall be fifteen percent (15%) above Police Trainee

(d) Police Trainee Step: Shall be assigned to employees who have not successfully completed a departmentally approved police academy. Police Trainees shall not be considered sworn peace officers and shall not be safety members of the retirement system.

(e) Police Sergeant Schedule: Step 1 Police Sergeants shall be paid at a rate of at least sixteen and a half percent (16.5%) above the pay rate of a Step 1 Police Officer with a Specialist Assignment Bonus and no less than a Police Officer at Step 6.

(f) Police Officer and Sergeant Steps:

(i) Step 1: Shall be granted upon the successful completion of a departmentally approved police academy.

(ii) Step 2: Shall be granted after six (6) months of continuous and satisfactory service at Step 1.

(iii) Step 3: Shall be granted after one (1) year of continuous and satisfactory service at Step 2.

(iv) Steps 4, 5 and 6: Shall be granted after one (1) year of continuous and satisfactory service on the previous step with a recommendation for advancement based on demonstrated ability to continue to improve performance in relation to the increasing level of experience and the approval of the Chief of Police.

2) EXCEPTIONS TO MERIT STEP ADVANCEMENT

(a) Any affected employee who, while on any Step in the Merit Advancement Plan, has been absent from City service without pay or on paid sick leave in excess of 160 hours, may be retained on his/her current pay step for a period not to exceed the term of such absence.

(b) Any affected employee who fails to receive at least a satisfactory advancement rating, or who is not recommended for advancement due to his or her failure to continue to improve performance in relation to the increasing level of experience or the failure to secure the

approval of the Chief of Police, may be extended on his or her then current step for a period of up to ninety (90) calendar days for further evaluation.

(c) Should such further evaluation still result in less than satisfactory ratings or a recommendation not to advance, the employee may again be extended for up to ninety (90) additional calendar days with a final determination to advance, demote or dismiss to be made during that period.

(d) When an employee is demoted or dismissed by reason of below-satisfactory rating or a recommendation not to advance, he retains the right to appeal pursuant to the Personnel Rules of the City.

F. LONGEVITY BONUS: Longevity pay shall be granted to affected employees who have completed satisfactory service with the Gardena Police Department according to the following schedule:

Position	7-Years	12-Years	20-Years	26-Years
Police Officer	\$365/month	\$520/month	Actual	Actual
Police Sergeant	\$326/month	\$520/month	Actual	Actual

SECTION 2. EDUCATIONAL INCENTIVE PROGRAM (EIB)

A. EDUCATIONAL INCENTIVE PROGRAM (EIB) DEFINED

- 1) The Educational Incentive Program shall apply upon graduation from an accredited university or college or qualification for the appropriate POST Certificate. The following are minimum requirements for compensation:
- 2) The Department shall forward any application submitted by an employee to POST without unnecessary delay unless the employee is lacking minimum law enforcement experience, educational points, training points, or a basic POST certificate.
- 3) Where the employee has submitted an application for a POST certificate to the department thirty (30) days or more prior to the time he/she states they will qualify, the department shall forward the application to POST no later than thirty (30) days prior to the time he/she states they will qualify. The employee shall commence receiving the educational incentive bonus on the date he/she qualifies, as determined by POST, irrespective of the date of approval by POST on the certificate.
- 4) An employee who submits to the department an application for a POST certificate less than thirty (30) days before the time he/she states they will qualify, shall commence receiving the Educational Incentive Bonus at the time POST approves the application as evidenced by the date affixed to the certificate. If the department delays in forwarding the application to POST, the date upon which the employee shall commence receiving the bonus shall be the time prior to the date of approval equal to the amount of the department's delay.

B. RATES: Educational Incentive Bonus (EIB) shall be paid as follows:

- 1) Associate Degree and POST Intermediate Certificate:
 - (a) Police Officer \$820/month
 - (b) Police Officer with Specialist Assignment \$820/month
 - (c) Police Sergeant \$955/month
- 2) Bachelor Degree and POST Advanced Certificate:
 - (a) Police Officer \$1,245/month
 - (b) Police Officer with Specialist Assignment \$1,245/month

(c) Police Sergeant

\$1,530/month

SECTION 3. BILINGUAL BONUS PROGRAM

- A. ELIGIBILITY:** In order to be eligible for bilingual language pay, an affected employee must be required to use the language as part of the affected employee's current work assignment. The City shall determine the language to be spoken and in what positions or assignments the language will be required as part of the work assignment.
- B. CERTIFICATION:** An affected employee must test and successfully pass a language proficiency test in order to be eligible for the bilingual bonus.
- 1) Requests for testing and certification will be submitted to the Human Resources Office.
 - 2) Testing will be scheduled when and as requested in writing by the Chief of Police.
 - 3) Affected employees must annually be re-certified by the Chief of Police as currently required to use the language as part of the affected employee's current work assignment.
 - 4) The affected employee may be required to re-test to certify continued competency in the applicable language.
- C. BILINGUAL BONUS PAY:** The City shall pay each certified employee an annual bonus of eight hundred dollars (\$800) for each year the affected employee is eligible for the bilingual bonus. Payment shall be made in four installments of two hundred dollars (\$200) paid in the last pay period of each quarter (March, June, September and December) of each year that said employee qualifies for the bonus.

SECTION 4. SPECIALIST ASSIGNMENT

- A. SELECTION AND ASSIGNMENT:** Specialist selection and assignments shall be made at the sole discretion of the Chief of Police and shall include the following assignments:
- 1) Canine Handler
 - 2) COPPS Team Member
 - 3) Field Training Officer
 - 4) Investigator
 - 5) Motor Officer
 - 6) Traffic Officer
 - 7) Any other officer so designated by the Chief of Police.

B. SPECIALIST ASSIGNMENT PAY BONUS

- 1) All affected employees assigned as a Specialist shall receive a bonus in the amount of \$500 per month in addition to his/her pay as a Police Officer. For canine and motor officers, said bonus shall be inclusive of the maintenance costs for the canine and motorcycle respectively.
- 2) The Association may reopen discussions regarding the amount of the specialty bonus each year. The parties acknowledge that in the event agreement of such issues discussed under this reopener is not reached, all other terms and conditions of this MOU shall remain in full force and effect.

C. REMOVAL FROM ASSIGNMENT: Procedure for Removal from Specialist Assignment shall be as follows:

- 1) An employee may be removed from a Specialist Assignment at the direction of the Chief of Police without prejudice to the employee.

- 2) An employee receiving Specialist Assignment Bonus shall continue to receive such bonus for a period of ninety (90) days from the date the affected employee is notified he/she will be removed from the Specialist Assignment, providing that the affected employee has not voluntarily vacated the Specialist Assignment or has not been removed for disciplinary cause.

SECTION 5. ACTING COMPENSATION

A. QUALIFICATION: A Police Office or Police Officer assigned as a Specialist may qualify for acting Sergeant compensation by:

- 1) Satisfactorily completing a program of training for Acting Sergeant as approved by the Chief of Police.
- 2) Obtaining the written recommendation from the Bureau Commander certifying competency to serve in the capacity of Acting Sergeant.

B. COMPENSATION: Once qualified, for Acting Sergeant as stated herein, a Police Officer or Police Specialist in the capacity of Acting Sergeant shall be compensated at a rate equal to that which such employee would have been entitled to receive had he or she been promoted to the rank of Sergeant, as computed in current salary schedules.

- 1) All previously authorized hours that an employee in the classification of Police Sergeant assumes staff functions of a Police Lieutenant in excess of forty (40) hours, including overtime, shall be compensated with additional pay in the amount of 2.5% of his or her then current salary.
- 2) If a Police Officer or Sergeant is formally appointed to the position of Provisional Sergeant or Provisional Lieutenant, he or she shall be compensated at a rate equal to that which such employee would have been entitled to receive had he or she been promoted to the rank of Sergeant or Lieutenant as computed in the current salary schedules for all hours worked in the position.
- 3) On each day during which a Police Officer is assigned to work with a probationary employee or otherwise train a Police Trainee or Sworn Officer, the Police Officer shall receive a bonus equal to 7.5% over and above base salary, as if he/she had been entitled to "Specialist Assignment Pay".

SECTION 6. SERGEANT SPECIAL DUTY PAY

A. QUALIFICATION: Sergeants assigned to the following four (4) Special Duty assignments will receive special duty pay:

- i. Detective Bureau
- ii. Special Enforcement Unit
- iii. Crime Suppression Unit
- iv. Traffic Unit

B. COMPENSATION: In consideration for the special duty assignments, sergeants will receive four (4) hours of overtime pay per month as Special Duty assignment pay. The Chief of Police retains full discretion over the assignment and removal of sergeants for any position in the department. The supervisors will be required to submit overtime slips to their respective Bureau Managers by the last day of each calendar month to receive the special duty pay.

SECTION 7. ON CALL DETECTIVES:

Personnel assigned to the Detective Bureau will be required to participate in a mandatory on-call status scheduling program. The policy details for the on-call status program is included as part of a policy of the Gardena Police Department's Manual of Policy and Procedure.

In consideration for being placed in an on-call status, each detective placed on-call will receive one (1) hour of overtime per day they are subject to being on-call. Detectives will generally be placed on-call seven (7) days in a row and must comply with the on-call policy during this time period. There shall be no deviation from the on-call policy without the approval of the Division Commander. If a detective is required to return to work after hours while on-call, they shall receive overtime compensation for the amount of time they were required to be at work in the performance of their duties. If an employee is called in and works overtime, said employee will be paid overtime pay and on-call pay will be proportionally reduced.

SECTION 8. COURT TIME

A. QUALIFYING COURT TIME: Court time that qualifies for overtime pay shall be as follows:

- 1) Appearances as a result of actions taken in the course and scope of his/her duties pursuant to civil or criminal subpoenas or pursuant to Departmental authorization.
- 2) Appearances pursuant to criminal subpoenas as a result of actions taken in the course and scope of his/her duties as a Peace Officer with another police agency, and approved by the department.

B. COMPENSATION: Court time shall be compensated at the overtime rate in increments to the nearest fifteen (15) minutes for actual authorized time in court while off duty subject to the following:

- 1) If such time begins at least four (4) hours prior to an employee's next regularly scheduled shift, a one-time per day four (4) hour minimum shall be paid. An employee entitled to overtime compensation for court time during both the morning and afternoon sessions on the same day shall be compensated at the appropriate overtime rate continuously for all time, which has elapsed between the beginning of the initial court appearance and the conclusion of the last court appearance.
- 2) If such time begins within four (4) hours of his next regular work day, the employee may elect to report to work on overtime immediately upon completion of such court time or receive pay only for time actually spent in court.

C. LAWFUL SUBPOENA: Any affected employee who receives a lawful subpoena requiring him or her to appear in court while he or she is otherwise off duty, in relation to events occurring during the course and scope of his or her duties, but who is temporarily excused by the party issuing the subpoena from actual attendance in court on the condition that he or she remain in standby status and available to appear in court upon being notified, shall have the responsibility to elect either:

- 1) To perform duties for the Police Department during such on-call status as designated by the Chief of Police or authorized representative and receive overtime compensation therefore at the rate of one and one-half (1-1/2) times his or her regular base compensation, with a minimum compensation of four (4) hours at such rate; or
- 2) To remain elsewhere in a stand-by status, as permitted by the court, without receiving any compensation therefore.

SECTION 9. OVERTIME AND HOURS OF WORK

A. RATE OF PAY

- 1) Except as provided herein, all time worked by an affected employee in excess of his or her regular workday and/or regular 80-hour pay period shall be compensated at the rate of one and one-half (1.5) times the "Regular Base Compensation" of such employee in pay or compensatory time off, at the option of the employee.
- 2) "Regular Base Compensation" shall be defined as the employee's regular base salary Step 1 through 6 plus Specialist's Assignment Bonus, if applicable, and Educational Incentive or Longevity.
- 3) Uniform Allowances and Bilingual Bonuses shall be excluded.

B. EXCEPTIONS: The exceptions to the above overtime provision are as follows:

- 1) Employees shall not receive overtime compensation for any incidental time worked in excess of a normal workday when such excess time is less than fifteen (15) minutes in total duration. When such excess time is fifteen (15) minutes in total duration, the employee shall be entitled to appropriate overtime compensation for all time worked in excess of such normal workday. Overtime payment shall otherwise be in increments to the nearest fifteen (15) minutes.
- 2) All employees who are assigned to the Patrol Division shall work Alternative Patrol Schedule B. All other employees shall work a "4/10" work schedule consisting of four (4) consecutive ten (10) hour work days and three (3) consecutive days off in a seven (7) calendar day period.
- 3) Any employee who works more than sixteen (16) consecutive hours shall be compensated for all time in excess thereof at the rate of twice his or her regular base compensation as defined herein above.
- 4) Employees shall not receive overtime and shall not be compensated for time worked without prior authorization nor for time for which a proper request is not duly submitted within thirty (30) calendar days of such work, or for time necessitated solely due to the negligence of the employee.
- 5) For Fair Labor Standards Act purposes, employees covered by the overtime provisions of that Act are on a twenty-eight (28) day work period as designated by the Department.

C. OVERTIME - CANINE HANDLER

- 1) It is agreed that each Police Officer assigned to the position of Canine Handler is authorized to spend and shall be deemed to have spent six (6) hours per week, or twenty-six (26) hours per month, over and above his/her regularly scheduled hours of work in caring for the assigned dog and performing other attendant duties to the position which could not be performed during regularly scheduled work hours.
- 2) For overtime hour's incidental to caring for the dog only, the employee shall receive premium compensation in the form of a specialist assignment bonus.
- 3) Any duly authorized additional work, not related to caring for the dog, performed by the employee beyond the regularly scheduled work shift or work period, over and above the six (6) hours per week deemed spent in the regular care and maintenance of the dog, shall be compensated at the rate of one and one-half (1-1/2) times the "regular base compensation" as defined above.

D. OVERTIME MANDATORY FIREARMS TRAINING: If mandatory department firearms training is not made available during an employee's scheduled work hours within the permissible time frame within which to qualify, the affected employee shall receive overtime for all time necessarily spent in firearms training outside the employee's normally scheduled work hours.

SECTION 10. SPECIAL PROVISIONS

A. CALL BACK: Subject to the above, all overtime worked by an affected employee which is not in conjunction with his or her regular shift and which is removed by at least four (4) hours from his or her next regularly scheduled work day or which ends prior to the beginning of such work day, shall be subject to a minimum of four (4) hours compensation and/or work

B. DAYLIGHT SAVINGS TIME ADJUSTMENTS: Adjustments as a result of daylight savings time changes during an employee's shift shall be included as part of a regular work day.

SECTION 11. COMPENSATORY TIME

A. ACCRUAL OF COMPENSATORY TIME

1) No employee shall be permitted to accrue in excess of one hundred and fifty (150) hours of compensatory time. When any employee has accrued one hundred and fifty (150) hours of compensatory time, all overtime compensation must be received in pay unless approved by the Chief of Police or authorized designee.

2) An employee's compensatory time balance shall appear on the employee's paycheck stub.

B. UNUSED ACCRUALS AT SEPARATION: When an employee permanently separates from service with the City, he/she shall receive compensation equal to the value of all unused, accrued compensatory time, based on his or her then current regular base compensation as defined in Article 2, Section 1.

SECTION 12. UNIFORM ALLOWANCE

A. ALL INCLUSIVE RATE

1) The annual uniform allowance shall operate to satisfy the normal cost to clean, maintain, replace and repair because of normal wear and tear, but shall not relieve the City of its obligation to reimburse employees for damage to uniforms and other personal property reasonably anticipated to be worn or utilized by an employee in connection with the performance of his or her duties occurring during the course and scope of employment pursuant to Section 2802 of the California Labor Code.

2) Uniform allowance shall be included on the employee's regular paycheck and shall be paid in four installments of two hundred and twenty-five dollars (\$225) in the last pay period of each quarter (March, June, September and December) of each year that said employee qualifies for the bonus.

B. ADVANCE FOR NEW HIRES

1) A three hundred fifty dollars (\$350) advance uniform allowance shall be paid to all newly hired Police Trainees and sworn police personnel as soon as possible after hire date.

2) If the individual leaves the service of the City within two (2) years of his/her hire date, the allowance must be refunded to the City.

SECTION 13. MILEAGE ALLOWANCE

A. RATE: Whenever employees are required to use their personal automobile in the performance of duly authorized official duties, they shall be reimbursed at the rate as authorized by the IRS.

B. POST REIMBURSED TRAINING PROGRAMS

- 1) Affected employees attending approved POST reimbursed training programs shall be permitted to use their own vehicle and travel from home and receive mileage reimbursement when the training site is closer to their home than the station.
- 2) If more than one employee is assigned to the same training session or if a City vehicle is available for travel to and from the training site, no reimbursement shall be available to employees electing to use their own vehicle.
- 3) The provisions of the POST reimbursement policy shall be used as a guideline for all reimbursement, with the only modification for multiple-day courses. Lodging will be provided if the training site is more than fifty (50) miles from the station.

SECTION 14. LEAVE BUY-BACK OPTIONS

A. VACATION BUY-BACK: At least one time per calendar year, each affected employee shall have the option to cause the City to buy back up to one month of vacation accrual in accordance with Article 4, Section 9A. Vacation Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.

B. HOLIDAY LEAVE BUY-BACK: As of the first pay period in July and December, each employee shall have the option to cause the City to buy back up to eight (8) unused holidays in increments of four (4) each in July and December in accordance with Article 4, Section 5D. Holiday Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.

C. SICK LEAVE BUY-BACK: At intervals of at least one (1) year each employee shall have the option to cause the City to buy-back up to eighty (80) hours of accrued sick leave in accordance with Article 4, Section 6B. Sick Leave Buy-Back shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his/her classification and pay step.

D. SPECIAL ONE-TIME LEAVE BUY-BACK OPTION: From time-to-time the City may at the City's initiation allow employees to cash in leave balances for pay. Such option shall be non-persable and no employee shall be required to participate in such option.

SECTION 15. METHOD OF COMPENSATION

A. REGULAR PAY: The monthly salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow.

B. SPECIAL PAYS: Special pays shall be included as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency. This shall include but not be limited to: sick and vacation leave buy-back or pay-off.

C. TAX WITHHOLDING: All changes to IRS withholding must be done by submitting a signed W-4 form to the Human Resources Office. Except for life-events (i.e. birth, death, retirement), all changes must stay in effect for at least three (3) months and only one change will be allowed per quarter.

ARTICLE II. WORK SCHEDULES

SECTION 1. REGULAR SCHEDULES

A. REGULARLY SCHEDULED WORKDAYS

- 1) Regularly scheduled work hours of all affected employees shall not be changed for the sole and only purpose of eliminating overtime for the affected employee unless such changes are mutually agreed upon, or at least ten (10) calendar days' notice in writing is communicated to such affected employee.
- 2) Except for emergency situations, no affected employee shall be scheduled to work with less than a minimum of ten (10) hours between regularly scheduled shifts nor more than the regularly scheduled hours in a normal workweek, unless mutually agreed upon.

B. SHIFT MATRIX (3/12 SCHEDULE): The City shall maintain a 3/12, ½ hour Shift Matrix (3/12 Schedule) modeled after the current scheduling system subject to the provision listed below.

- 1) The City and Association mutually agree that the success and effectiveness of the 3/12 schedule is dependent on the Association and the Department working together to maintain certain benchmarks for performance, service delivery and accountability. The association agrees to the following four (4) points regarding the maintenance of the 3/12 schedule.
- 2) Overtime must stay within budget. The GPOA and Department will work collaboratively to ensure overtime is held to budget. If the department can demonstrate that the 3/12 is the cause of significant overtime and causes the Department not to meet budget projections the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.
- 3) Officer Productivity must remain consistent. If officer productivity begins to fall and it can be attributed to the 3/12 schedule, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.
- 4) Citizen Interaction. The GPOA and Department will partner to promote community good will and community partnerships. The GPOA will play a prominent role in support and marketing the Department's Community Policing Strategy. If citizen complaints to the Department or to Council increase that can be attributed the 3/12 schedule, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU
- 5) Abuse of accrued time. If the Department can demonstrate a pattern of abuse regarding accrued time by members of the GPOA has an effect on the Department's ability to schedule personnel, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.

C. MID-WATCH (Flexible 4/10 Schedule): The City shall allow for the creation of a flexible 4/10 Mid-Watch Shift for Specialist positions.

- 1) The Association and the City thereof must mutually agree upon the times for the 4/10-work schedule and any expansion.
- 2) The City shall uphold a minimum safety standard of six officers per shift, except that supervisors have the discretion to drop below the safety standards to five officers per shift between 0300 and 0630 hours. Supervisors shall have the discretion to set minimum standards for their shift, to flex time and tailor their personnel deployment as necessary to accomplish the scheduling needs of the Department and the shift.

- 3) The Association and City may mutually agree to identify, discuss, and implement changes as necessary to improve scheduling during the term of the MOU. No changes to the current system of shift deployment other than those previously mentioned shall occur without mutual agreement by the Association and the City. The parties acknowledge that in the event agreement on such issues discussed pursuant to this re-opener is not reached, all other terms of this MOU shall remain in full force and effect.

D. SPECIALIST ASSIGNMENTS: Any employee receiving a specialist assignment bonus may be assigned to a 3/12 or 4/10 work shift.

SECTION 2. EARNED TIME OFF REQUESTS

A. DEFINITIONS

- 1) If a conflict should occur in scheduling earned time off, then seniority as defined herein shall be the sole method used when approving requests for such time off.
- 2) Earned time off (defined as available vacation, holiday or compensatory time) may be taken as desired by the employee subject to the approval of the Chief of Police or his representative, consistent with the Departmental manpower needs, or Departmental needs to have a particular person or persons with specialized skills or training present, for the affected shift or shifts involved.
- 3) However, an employee must use any accrued vacation, compensatory or holiday time off at a time designated by the Chief of Police or his representative in writing, and communicated to the employee at least ten (10) calendar days in advance of the time designated for the use of such time off in order to bring the accrued time in the affected area within the maximum accrued time allowed.
- 4) Earned time off requests submitted less than one month from the date(s) requested shall be approved by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.
- 5) Primary vacation requests shall take precedence over non-primary vacation requests and incidental earned time off requests. Non-primary vacation requests shall take precedence over incidental earned time off requests.

B. PRIMARY VACATION REQUESTS

- 1) Primary vacation requests are defined as earned time off requests of one work week or more, designated by the requesting employee as primary vacation by submitting same on a "Primary Vacation" request form to the scheduling supervisor by November 15th for requests for the following January 1st through June 30th, and by May 15th for requests for the following July 1st through December 31st.
- 2) Primary vacation requests shall be approved by seniority if a conflict should occur. Only one primary vacation request shall be approved per calendar year for each affected employee. Primary vacation requests that begin in one calendar year and end in the following calendar year shall be considered as primary vacation requests in the calendar year in which the primary vacation begins.

C. NON-PRIMARY VACATION REQUESTS

- 1) Non-primary vacation requests are defined as earned time off requests of one work week or more, not part of an approved primary vacation request, and submitted to the scheduling

supervisor by November 15th for requests for the following January 1st through June 30th, by May 15th for requests for the following July 1st through December 31st.

- 2) All requests for non-primary vacation shall be submitted on a "Non-Primary" request form designating the order of priority. Non-primary vacation requests shall be approved by seniority if a conflict should occur. All 1st priority non-primary vacation requests shall be approved before 2nd priority non-primary vacation requests are considered. All 2nd priority non-primary vacation requests shall be approved before 3rd priority non-primary vacation requests are considered, etc.

D. INCIDENTAL TIME-OFF REQUESTS

- 1) Incidental time off requests are defined as earned time off requests which do not meet the requirements of either primary or non-primary vacation requests.
- 2) Incidental time off requests shall be approved by seniority if submitted to the Scheduling or Watch supervisor one (1) month or more prior to the date(s) requested.

SECTION 3. SENIORITY

A. SENIORITY DEFINED

- 1) Time in the position of Gardena Police Trainee shall not count toward the following seniority schedule.
- 2) All appointments to classifications listed below shall be with the Gardena Police Department.

B. POLICE OFFICER SENIORITY: Seniority between affected employees in the classification of Police Officer shall be determined in the following order:

- 1) By the date of most recent appointment to the classification of Police Officer;
- 2) If affected employees were appointed to the classification of Police Officer on the same date, then by numerical position on their most recent eligibility list for the classification of Police Officer; or
- 3) By coin flip.

C. POLICE SERGEANT SENIORITY: Seniority between affected employees in the classification of Police Sergeant shall be determined in the following order:

- 1) By the date of most recent appointment to the classification of Police Sergeant;
- 2) If affected employees were appointed to the classification of Police Sergeant on the same date, then by the date of most recent appointment to the classification of Police Officer; or
- 3) By coin flip.

D. SENIORITY BY RANK: If affected employees are in different classifications (Police Officer and Police Sergeant), then seniority shall be determined by rank, Sergeant being senior.

SECTION 4. SCHEDULING

A. ASSIGNMENT GROUPINGS: Affected employees, while assigned to one of the uniformed patrol watches, may select an available slot (watch and days off) within the respective classification or assignment based on seniority. Assignments affected shall be grouped as follows:

- 1) Canine Officers
- 2) Field Training Officers
- 3) Motor Officers
- 4) Traffic Officers
- 5) Uniformed Officers on pay steps 4 and 5
- 6) Any other specialist position created by the Department

B. SUPERVISING SERGEANTS: Sergeants assigned to supervise one of the uniformed patrol shifts or assigned as a relief supervisor for any of the uniformed patrol shifts may select their shifts and/or relief position and available days off based upon seniority. It is understood that any of the Sergeants assigned to uniformed patrol supervision may also be assigned collateral functions to perform, such as coordinating the field-training program.

C. EXEMPTIONS: The Department may elect to exempt any of the following employees:

- 1) Employees who will not have attained Step 4 as of the first day of the applicable quarterly schedule for the purposes of balancing experience among watches and days off.
- 2) An employee who is to give or receive specialized training during a current schedule, may be moved to a different slot to facilitate that training only for the duration of such training.
- 3) An employee not expected by his treating physician to be available for full duty for a period of one (1) month or more at the start of the affected watch schedule.
 - (a) If during an affected schedule an employee leaves duty and is not expected by his/her attending physician to be available for full duty for a period of one month or more, he/she may be removed from his/her slot.
 - (b) An employee removed from a slot pursuant to the above who becomes available for return to full duty within one (1) month, shall be allowed to return to the vacated slot.
- 4) Any employee who is promoted, demoted, or reassigned, during a current schedule may be moved to a slot chosen by the Department.
- 5) Watch schedules shall be for four (4) calendar month durations with allowance for "changeovers."
- 6) The Department may compel deviations from the above scheduling procedures only to provide necessary police manpower during periods of exigent circumstances.
- 7) The Association shall assist the Department in the completion of watch schedules. Watch schedules shall be completed and posted thirty (30) days prior to the effective date.

ARTICLE IV. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT PROGRAM

A. QUALIFICATIONS

- 1) The City encourages and supports educational programs that provide employees the opportunity for personal career development and directly benefit the City by increasing the technical and managerial competency of its staff.
- 2) Toward this end, the City offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to the employee's present

position or promotion within the City.

- 3) Eligibility for this program is limited to City employees regularly employed on a full-time basis who have passed probation.
- 4) The procedure for applying for Educational Reimbursement Program will be set by the City and will be available in the City's Human Resources Office.

B. REIMBURSEMENT AMOUNTS

- 1) Educational Reimbursement shall be paid at the rate of twenty-one hundred dollars (\$2,100) per calendar year.
 - a) Effective January 1, 2017, the Educational Reimbursement allowance shall increase from \$2,100 to \$3,000 per calendar year.
- 2) Additionally, each eligible employee shall have the option, once per calendar year, to sell back to the City vacation accruals at the base hourly rate for that employee in his/her pay step or classification equal to a maximum amount of one-thousand dollars (\$1,000) for additional educational reimbursement.

SECTION 1. RETIREMENT

- A. **CALPERS CONTRACT:** The City shall contract with the state California Public Employees Retirement System (CalPERS) to provide a defined retirement benefit. The cost of CalPERS Retirement benefits based on formula is set by CalPERS and includes two rates:

- 1) The Employer Contribution Rate, paid entirely by the City: CalPERS reviews The Employer rates yearly and may adjust rates based on actuarial valuation; and
- 2) The Member (employee) Contribution Rate of nine percent (9%): The City shall, per the terms of this Agreement, pay the full amount of the Member Rate, referred to as the *Employer Paid Member Contribution (EPMC)*.
- 3) Effective January 9, 2011, the first day of the first full payroll period in calendar year 2011, the City and the Association shall share equally in the payment of the 9% Safety Member Contribution Rate. Each and every affected employee, through payroll deduction, shall pay four and half percent (4.5%) and the City will pay four and a half percent (4.5%) EPMC.
 - (a) Effective July 2, 2017, the first full pay period (July 2 -15) in fiscal year 2017-2018:
 - (i) Each "Classic Safety Member" through payroll deduction shall
 - (ii) pay the additional 4.5% of EPMC for a total Member Contribution Rate of 9%.
 - (iii) Each "PEPRA Safety Member" through payroll deduction shall pay the additional 4.5% of EPMC for a total Member Contribution Rate of 10.625%

- B. **THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA):** implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the new definition of new member under PEPRA.

- 1) **CALPERS ENROLLMENT DATE:** Whenever a new employee is hired by the City their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of

hire by the City.

- (a) Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
 - (b) Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as "PEPRA Members" according to the definition established by PEPRA.
- 2) As established by PEPRA, "Pensionable Compensation (PC)" delineates the pay categories that must be reported to CalPERS as income that contributes to the calculation of the employee's retirement benefit. PC must be reported when earned and paid on the employee's regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the City shall notify the Association prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

C. CLASSIC CALPERS SAFETY MEMBERS

- 1) Employees hired by the City and who have been enrolled in CalPERS prior to January 1, 2013 are classified as "Classic Safety Members." This classification is a CalPERS determination and shall be applied according to their definition.
- 2) "Classic" Safety Membership benefits per the City's contract with CalPERS shall be as follows as applicable by law:
 - (a) Local safety member "3 percent at 50" formula (§21252.01 G.C.).
 - (b) 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
 - (c) Half-Pay Continuance (§21263 and §21263.1 G.C.);
 - (d) Military Buy Back (§20930.3 G.C.);
 - (e) Top Year Retirement (§20024.2 G.C.); and
 - (f) Member (Employee) Nine-Percent (9%) Contribution to P.E.R.S. (§20615 G.C.);
 - (g) Credit for unused sick leave (§20862.8 G.C.);
 - (h) Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.);
 - (i) Continuation of Death Benefits after Remarriage of Survivor (§21373).

D. PEPRA SAFETY MEMBERS

- 1) Sworn employees enrolled as a new member in CalPERS on or after January 21, 2013 will be referred to as "PEPRA Safety Members". This classification is a CalPERS determination and benefits shall be provided according to the PEPRA definition.
- 2) A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit.
- 3) New PEPRA Safety Members benefits shall be as follows as applicable by law:

- (a) Local safety member "2.7 percent at 57" formula (§7522.25 G.C.).
- (b) 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
- (c) Half-Pay Continuance (§21263 and §21263.1 G.C.);
- (d) Military Buy Back (§20930.3 G.C.);
- (e) Three Year Final Compensation (§7522.32 G.C.); and
- (f) Member Contribution Rate 12.5% of Reportable Compensation (§7522.30G.C.);
 - (i) In accordance with Government Code (Gov 7522.30), the Member Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.
 - (ii) Per the terms of this agreement, each PEPRA employee, through payroll deduction, shall pay half of the PEPRA CalPERS Member Contribution Rate as set by CalPERS and the City shall pay the other half.
 - (iii) Effective January 1, 2018, all PEPRA members shall assume the full cost of the Member Contribution Rate and the City will no longer pay a half.
 - (iv) Effective January 1, 2018, all PEPRA employees shall assume the full cost of the Member Rate and the City shall no longer contribute toward the Member Rate (no EPMC).
- (g) Credit for unused sick leave (§20862.8 G.C.);
- (h) Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.);
- (i) Continuation of Death Benefits after Remarriage of Survivor (§21373).

E. EARLY RETIREMENT INCENTIVES: During the term of this Agreement, the Association will not object to the City's negotiating with individual employees represented by the Association who are covered by this Agreement with respect to an incentive to induce an early retirement.

SECTION 3. HEALTH INSURANCE

A. COMPREHENSIVE HEALTH PLAN: The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents.

- 1) The City shall not, without the agreement of the Association and to the extent it is within the City's control, cause a change in the benefits in the current plan or a change in the plan or plan design during the term of this Memorandum of Understanding.
- 2) Such insurance shall include hospitalization, medical expense, prescription coverage, vision care and dental CARE. A Comprehensive Health Care Plan Document shall be provided to all affected employees.

B. PREMIUMS AND TRUST ACCOUNT

- 1) The City shall pay one-hundred percent (100%) of the two-party premium (employee plus one dependent) as established by this Agreement.

- 2) This amount will be paid to the approved health insurer or into a trust account established by the City for exclusive use in an approved insured self-funded health (ISFH) program. All interest income produced by the ISFH account shall remain in the account.
- 3) The City shall maintain a trust account for all premiums due payable by the City and by employee contribution.
- 4) Only charges relating to the provision of health benefits, payment of reinsurance costs, and third-party administration costs shall be made against the trust. No City administration costs will be charged against the fund.
- 5) The City shall maintain a "Section 125" plan allowing employees to utilize pre-taxed dollars, through payroll deduction, for their contributions for additional family coverage and other applicable expense.
- 6) The City agrees to meet and confer to discuss the health plan costs annually with respect to the city's contribution and the possibility of implementing a cafeteria plan to be used to pay medical premiums and expenses.

C. POST RETIREMENT HEALTH INSURANCE COVERAGE

- 1) **CLASSIC CALPERS SAFETY MEMBERS:** Any affected employee who retires and meets the minimum requirements listed below shall receive, and continue to receive after the termination of this Agreement, paid health insurance for the retired employee and his or her dependents.
 - a) Twenty-five (25) years in Gardena Police Department;
 - b) Age fifty (50) years; and
 - c) Service retirement from the City of Gardena
- 2) **PEPRA CALPERS SAFETY MEMBERS:** Upon simultaneous retirement from the City and CALPERS, employees hired after January 1, 2013 who have reached the age of 57 shall be eligible to continue to receive City paid health insurance subject to the following terms and conditions:
 - a) All full-time PEPRA employees hired after January 1, 2013 at age 57 with 25 years of service, the cost of employee coverage shall be paid by the City.
 - b) The cost of spousal coverage for PEPRA employees shall be addressed during the reopener in July 2019. Said spousal coverage shall be no less than \$250 per month, but no more than or equal to the cost of single party coverage at the time of ratification.
- 3) The amount of the City's contribution shall be set at the same level as the amount for active employees. Any required co-payment for active employees will also be required for retirees. This benefit shall accrue to the spouse upon death of an employee who is insured under this provision.
- 4) **COVERAGE UNDER THIS PROVISION WILL CEASE** if the retiree becomes eligible for another group health insurance plan through another employer. Coverage will also cease upon non-payment of premium or if payment is not received in a timely manner. Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of

these instances, the retiree shall receive those benefits provided for in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

- D. **MEDICARE:** Any such retired employee who becomes eligible for coverage under Medicare and/or a comparable governmental program shall thereupon no longer receive the full benefits available under the City's health insurance plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's plan and the coverage available through Medicare and/or comparable government program.
- E. **COBRA:** All regular full-time employees who retire from the City, or otherwise honorably separate from City service with less than the minimum requirements specified in Article 4, Section 3, E. shall be offered the opportunity to continue their participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act (COBRA). The cost of such participation by said separated employee shall be borne by the employee and paid directly to the health insurance carrier.
- F. **INDUSTRIAL DISABILITY:** In addition to the rights provided in the Consolidated Omnibus Reconciliation Act (COBRA), all regular full-time employees who retire from the City on industrial disability with less than the minimum requirements specified in Article 4, Section 3, E. shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation. The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. This benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision.

SECTION 4. LIFE INSURANCE: The City shall provide ten-thousand dollars (\$10,000) of Group Term Life Insurance for full-time regular sworn employees enrolled in the City health plan.

SECTION 5. SAFETY EQUIPMENT

A. POLICY

- 1) The parties to this Agreement desire to afford to all affected employees a safe place to work, including the type of necessary safety equipment to provide affected employees with a safe place to work and the manner and means by which such safety equipment shall be provided in accordance with the provisions of Section 6300, et seq., of the California Labor Code, as interpreted by the decision of the California Court of Appeal in *Oakland Police Officers' Ass'n vs. City of Oakland* (1972), 30 Cal.App.3d 96, 106 Cal. Rptr. 134.
- 2) In consideration of the promises contained in this Agreement, the Association, on behalf of all affected employees, agrees that the City presently is satisfying and at all times prior hereto has satisfied its obligations to provide necessary safety equipment pursuant to Section 6300 et seq. of the California Labor Code. So long as the City continues to adhere to the terms of this Agreement, the Association shall refrain from instituting any action to enforce the rights of affected employees to receive necessary safety equipment; provided, however, if future legally binding action determines that additional equipment is necessary in order to provide the affected employees a safe place to work, the Association shall retain the right to take whatever action is necessary to enforce the rights of the affected employees to receive such necessary safety equipment.
- 3) All safety equipment described in this Agreement must be utilized by all employees at all appropriate times as directed by the City.

B. SAFETY EQUIPMENT TO BE PROVIDED OR MADE AVAILABLE

- 1) The City shall continue to provide, or make available for use, at its expense, to all affected employees the following items of safety equipment: batons, helmets, ammunition, safety vests and flashlight batteries. The safety vests shall be National Institute of Justice approved.
- 2) The City shall continue to provide, at the City's expense, the following items of safety equipment to all affected employees: handcuffs, a raincoat, rain boots, a whistle, flashlight, flashlight bulbs, a belt (including four "keepers"), a cartridge case, a handcuff holder, a baton ring and a key ring), a holster and a service revolver or other suitable pistol and oleo resin capsicum spray in suitable carrier.
- 3) Items such as raincoats and flashlights (along with bulbs and batteries) may be supplied by the City to each employee on an as-needed basis, as opposed to being issued to each individual officer, to be maintained by him/her at all times during the course of employment.
- 4) Any affected employee may choose to purchase his/her own City-approved item of equipment at his/her own cost, either upon commencement of employment or at any time thereafter; provided, however, that the City will not contribute any funds towards the purchase of said equipment or toward the repair or replacement of any such equipment so purchased by the employee.
- 5) Any affected employee who elects to purchase a City-approved item of equipment instead of utilizing the City-issued equipment and then thereafter desires to utilize City-issued equipment may do so, whereupon the City shall provide such equipment. Thereafter, the employee shall be entitled to the same rights to cause such City-issued equipment to be repaired and replaced at City expense as described above.
- 4) Any employee provided with City-issued equipment that elects to utilize his/her own City-approved equipment must return the City-issued equipment to the City.

C. MAINTENANCE OF EQUIPMENT

- 1) The City shall either repair or replace such City-issued equipment where such action is necessary.
- 2) Employees who lose possession of or cause damage to equipment through their intentional or negligent conduct shall be subject to disciplinary action.
- 3) A safety employee who elects to receive City issued items of equipment shall be responsible for such items until returned to the Department.

D. DISPOSITION OF EQUIPMENT AT SEPARATION

- 1) Any equipment purchased and provided by the City to affected employees shall be returned to the City upon separation of employment. Upon separation, an employee may retain any equipment purchased by the employee at his/her own cost. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon.
- 2) An employee who honorably separates from City service may elect to purchase any of the following items of equipment which have been issued to him/her: handcuffs; a whistle; a flashlight; flashlight bulbs; a belt, including four keepers; a cartridge case; a handcuff holder; a baton ring; a key ring; a holster and a service revolver or other suitable pistol; a baton; a helmet; a safety vest, a motorcycle safety helmet; eye protective glasses; riding britches;

leather motorcycle jacket; leather gloves; and motorcycle boots.

- 3) All such purchases shall be purchased at the then-current replacement cost to the City for a new item at the below listed pro-rated amounts for said equipment based on the date of issuance:
 - (a) 24 - 48 months from date of issuance at one-hundred percent (100%) of cost
 - (b) 49 – 96 months from date of issuance at fifty percent (50%) of cost
 - (c) 97 months or more from date of issuance at twenty-five percent (25%) of cost
- 4) This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon. The City agrees to sell the above listed equipment only to the extent legally permissible by State, local and Federal law.

E. MOTOR OFFICERS: With respect to Motor Officers:

- 1) In addition to the items described above in Sections 4. B, C, and D, the City shall continue to provide to all employees assigned to the Motorcycle Traffic Enforcement Detail safety helmets and suitable eye protective glasses.
- 2) All employees assigned to Motor Detail shall be issued, at City expense, riding breeches, a leather motorcycle jacket, leather gloves and motorcycle boots.

SECTION 6. EMPLOYEE SICK LEAVE

A. USE OF SICK LEAVE

- 1) Sick leave shall be taken only on an as-needed basis when the employee is ill, is too fatigued to perform his or her duties in an effective manner, or has suffered a non-job-connected injury. Sick leave shall accrue at the rate of twelve and one-half (12.5) hours per month.
- 2) An employee on authorized sick leave will continue to accrue holiday and vacation benefits while on such sick leave, and the time spent on such sick leave will count towards other seniority benefits.
- 3) Sick leave accruals and use shall appear on the employee's paycheck statement.

B. SICK-LEAVE CONVERSION OPTION: Accrued sick leave may be converted to the equivalent amount of cash and paid on request, at intervals of at least one (1) year, subject to the following conditions:

- 1) No conversion shall be made until the employee has accrued more than one hundred (100) hours of unused sick leave earned after July 1, 1981, nor shall any conversion be permitted which will reduce the amount of hours accrued below one hundred (100).
- 2) An employee who has completed five (5) or more consecutive years of service with the City shall have the option of converting up to eighty (80) hours of accrued sick leave in excess of the one hundred (100) hours of as described above in subparagraph 1 above.
- 3) Each hour converted shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his pay step and classification.

Upon honorable separation from the Department, each employee who has completed five (5) or more years of service with the City shall be compensated for all unused sick leave up to a maximum of seven-hundred and twenty (720) hours, at the rate of fifty percent (50%) of the base hourly rate for that employee in his pay step and classification.

- 4) An employee who has completed twenty-six (26) or more years of satisfactory service with the department may elect to convert up to 80 hours of sick time at a rate of fifty percent (50%) time conversion to vacation time. Converted sick time will be deducted from the total amount of hours (720) the employee is allowed to sell back under section five (5) described above.
- 5) An employee who uses more than forty (40) hours of sick time within sixty (60) days of separation from the department, without prior approval or verification of illness that is satisfactory to the department, shall forfeit their right to convert unused sick time in accordance with section (5) described above.

SECTION 7. FAMILY SICK LEAVE

- 1) An eligible employee shall be entitled to a leave with pay chargeable to his/her regularly accrued sick leave not to exceed a total of sixty (60) hours in any one calendar year, in case the employee's presence is required elsewhere because of sickness or disability to members of his/her immediate family.
 - (a) This is a negotiated benefit in addition to the benefits provided by law in the Family Medical Leave Act (FMLA), the California Family Reform Act (CFRA), or other enacted federal or state law.
 - (b) Family Sick Leave, FMLA and CFRA shall run concurrently as applicable.
- 2) The immediate family shall be defined to be the spouse, domestic partner, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or legal guardian.

SECTION 8. BEREAVEMENT (DEATH IN FAMILY LEAVE)

- 1) An affected employee shall be entitled up to forty (40) hours leave with pay immediately after the death of a member of his/her immediate family.
- 2) Immediate Family is defined as: the employee's spouse, domestic partner child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or legal guardian
- 3) Up to an additional forty (40) hours of leave, chargeable to accrued sick leave, may be taken if approved by the Chief of Police or designee.

SECTION 9. HOLIDAY LEAVE

A. HOLIDAY LEAVE EARNED

- 1) All affected employees shall earn one (1) and one quarter (1.25) regular twelve and one-half (12.5) hour working days off with pay per month or major fraction thereof, or fifteen (15) per year.
- 2) These days off (hereinafter referred to as "holidays") are in lieu of legal holidays or other holidays. Use of such holidays shall be in increments of full workdays.

B. HOLIDAY LEAVE ACCRUAL AND USE

- 1) Employees may accrue holidays for future use to a maximum of eleven (11) holidays unless exempted by the Chief of Police or his designee.
- 2) Employees may take up to two (2) holidays in advance of the time actually earned. If permanently separated from City service, the employee must repay any used but unearned holiday time equal to the value of all unearned holidays, based on his or her then current regular base compensation as defined in Article 2, Section 1.
- 3) Unused holidays shall appear on the employee's paycheck stub.

C. PAY-OUT AT SEPARATION: When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of all unused, accrued holidays, based on his or her then current regular base compensation as defined in Article 2, Section 1.

D. HOLIDAY BUY-BACK: Each employee shall have the option to cause the City to buy back at straight time up to eight (8) unused holidays in increments of four (4) as of the first pay period in July and December, respectively, at the base hourly rate for that employee in his pay step or classification in lieu of taking such holidays off.

- 1) Upon twenty (20) years of full-time service or more, with the Gardena Police Department, an employee may elect to have unused holidays converted to hours for at a maximum of 187.50 hours per year. The maximum holiday accrual pay-off upon separation will be 375 hours. Employees within two years of service retirement, with a holiday accrual balance of more than 375 hours, may elect to enter into a mutual agreement with their Department Head, to reduce their holiday accrual balance by establishing a time off schedule. Said agreement must be in writing and all time off according to the agreed upon schedule, must be completed prior to pay-off of any remaining holiday accrual balances.

SECTION 10. VACATION LEAVE

A. VACATION ACCRUALS AND USE

- 1) Vacation time shall be available for use immediately after it has been earned.
- 2) When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of all unused, accrued vacation time, based on his or her then current regular base compensation as defined in Article 2, Section 1.
- 3) Vacation leave balances shall appear on the employee's paycheck stub.
- 4) Vacations shall be taken at a time mutually agreed upon by the City and the employee.
- 5) Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked.
- 6) After the first year of completed service, vacation shall accrue based on an eighty-hour (80) pay period, regardless of the employee's work schedule.

- 7) Affected employees shall accrue and be allowed to carry forward into the next calendar year vacation leave according to the following schedule, unless the rate of accrual has been reduced per other provisions of this Agreement:

Years of Completed City Service	Hours Earned Per Month	Hours Earned Annually	Maximum Allowable Accruals
1-4 years	9.75	117	334
5-9 years	14.00	168	334
10-14 years	16.50	198	514
15-19 years	18.00	216	514
20-25 years	10.75	129	514
26 years +	0	0	514

B. VACATION ACCRUAL REDUCTION PLAN

- 1) Employees who have accrued vacation time and holiday time in excess of the maximum hours will be allowed, at the discretion of the Chief of Police, to enter into an individually customized accrued time reduction plan. All accrued time reduction plans will be approved at the discretion of the City Manager or his designee.
- 2) This section shall not be interpreted as an individual's right to enter into an accrued time reduction agreement, rather as an option the City may elect to authorize, on a case by case basis, as part of its overall strategy to reduce accrued time balances.
- 3) The maximum vacation accrual pay-off upon separation from the City of Gardena after January 1, 2018 shall be 500 hours. Employees with a vacation accrual balance of more than 500 hours, within two years of service retirement, may elect to enter into a mutual agreement with their Department Head, to reduce their vacation accrual balance by establishing a time off schedule. Said agreement must be in writing and all time off according to the agreed upon schedule, must be completed prior to pay-off of any remaining vacation accrual balances.

ARTICLE V. LAY-OFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

- A. Ninety (90) days prior to implementing any reduction in the work force, the City will notify the Association of its intent. During this ninety (90) day interval prior to the thirty-day notice described in subparagraph D, the City and the Association will meet to discuss alternatives.
- B. The employee with the least amount of seniority in any classification affected by the lay-off will be the first laid off. This employee may in turn replace an employee in the next lower classification who has the least seniority in that classification.
- C. When an employee bumps to a lower pay grade, all of his prior services shall be allowed in determining his/her seniority in such job classification. Employees who are displaced from their jobs as a result of this bumping procedure may themselves replace employees having the least seniority in the next lowest job classification as described above.
- D. An employee being laid off shall receive thirty (30) days notice or the equivalent amount of pay in lieu.

- E. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he is due.
- F. Employees will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period they are laid off, but will retain only seniority benefits accumulated to the day of layoff.
- G. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the layoff period.
- H. Any employee laid off shall be placed on a Recall List for a period of two (2) years.

SECTION 2. REHIRING OF LAID-OFF WORKERS

- A. The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the lay-off period, shall be reinstated to the employee upon re-employment.
- B. The City, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.
 - 1) An employee recalled and reinstated to the position he held as of his layoff shall assume the same salary step seniority as he held at the time of layoff.
 - 2) An employee reinstated from voluntary demotion to the position held as of his layoff shall accrue the same salary step seniority as he held in his position of demotion.
- C. Failure to return to work within fifteen (15) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the City may require substantial proof of illness or accident), will cause the employee to be removed from the layoff list and forfeit all seniority rights.

ARTICLE VI. MISCELLANEOUS

SECTION 1. AGENCY SERVICE FEES

- A. Every employee covered by this Memorandum of Understanding and all new hires after thirty (30) days of employment with the City shall, as a condition of continuing employment, either join the Association or pay to the Association a service fee in an amount equal to the Association's standard monthly dues and initiation fees, less the cost of any member-only benefits.
- B. If an employee covered by this contract is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor unions, such employee shall not be required to join or financially support the Association, but upon providing proof of such conscientious objection, shall in lieu of joining or supporting the Association, be required to pay sums equal to such amounts referred to in Paragraph A above to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, payable through the Gardena Association of Reliable Donors (G.A.R.D.).
- C. Any employee who fails to join the Association and maintain his/her Association membership in good standing or pay the Association the service fee, as provided in this Article, shall be subject to termination fifteen (15) days after the City has received written notice from the Association, and the City agrees to terminate such employee from employment, if during said fifteen (15) day period the employee has not fully paid the Association the then delinquent amount owed by said employee.

- D. Nothing in this Article shall be construed to require the Association, affected employees, or the City to take any actions inconsistent with legal requirements or limitations.

SECTION 2. TIME OFF FOR ASSOCIATION REPRESENTATIVES

- A. Association authorized representatives shall be allowed reasonable time off without loss of pay to prepare for and attend negotiation sessions, to attend Association membership meetings, and to participate in grievance and disciplinary action appeal hearings, etc. In addition to the above, authorized Association representatives shall collectively receive a total of no more than 280 hours per calendar year of Association time off without loss of pay in order to prepare for grievance and disciplinary proceedings, and to attend conferences, seminars, workshops, etc.
- B. Advanced notice of the need for time off under this Article shall be given at least twenty-four (24) hours prior to use of such time. If it is not possible for the Association representative desiring the time off to give such advance notice, he/she must receive express authorization from a Lieutenant or higher ranking officer. Such authorization shall not be unreasonably withheld.

SECTION 3. FAIR TREATMENT: All affected employees shall be treated in a fair, equitable and impartial manner at all times in accordance with the provisions of this Memorandum of Understanding and all current rules, regulations, policies and procedures of the City and Police Department.

SECTION 4. CITY RIGHTS: During the term of this Agreement, the City shall have the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except when the effect of the exercise of such rights is to alter materially the wages, hours and fringe benefits of affected employees, in which case the exercise of those rights shall be governed by the provisions of Article 7, Section 5 of this Agreement.

SECTION 5. MAINTENANCE OF EXISTING BENEFITS AND OTHER FRINGE BENEFITS: Except as provided herein, all wages, 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 Agreement unless mutually agreed to the contrary by both parties.

SECTION 6. TERM OF AGREEMENT AND RE-OPENERS

- A. **TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2007 and continue through December 31, 2019. Should the parties fail to reach agreement on a successor MOU to this one, its terms shall remain in effect until a successor MOU is agreed upon and implemented, subject to termination upon reasonable notice by either party, upon failure to agree on a successor MOU after implementation of the meet and conferral process.
- B. **RE-OPENERS:** The Association shall have the option to cause this Agreement to be reopened with respect to any subject within the scope of its representation except base salary. Written notice of the Association's intent to reopen must be given to the City on or before the first pay period in July 2019.

SECTION 7. BINDING UPON SUCCESSORS: This Agreement shall be binding upon any other employee organization that, during the term of this Agreement, succeeds the Association as the recognized employee organization to represent the employees covered by this Agreement.

ARTICLE VII. RATIFICATION AND IMPLEMENTATION

SECTION 1. RATIFICATION: This Agreement is subject to ratification by the membership of the Association and the City Council of the City. Following ratification by the affected employees, the Agreement shall be submitted to the City Council for its approval and ratification.

SECTION 2. COMMITMENT TO ADOPT: The parties to this Agreement agree to perform whatever acts are necessary, both jointly and separately, to urge the City Council of the City of Gardena to approve this Agreement.

SECTION 3. RESOLUTION: Following approval of this Agreement by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other lawful action.

EXECUTED AND RESTATED by and between the parties on this 13th day of December 2016, at Gardena, California.

CITY OF GARDENA

By: Mark E. Henderson
MARK E. HENDERSON, Mayor Pro Tem

GARDENA POLICE OFFICERS ASSOCIATION, INC.

By: David Brock
DAVID BROCK, President – GPOA

By: Luis Villanueva
LUIS VILLANUEVA, Vice President – GPOA

By: Steven Dahl
STEVEN DAHL, Treasurer — GPOA

By: Jason Hooker
JASON HOOKER, Secretary — GPOA

ATTESTED:

By: Becky Romero
BECKY SEMENZA, City Clerk

APPROVED AS TO FORM:

By: Peter Wallin
PETER WALLIN, City Attorney

EXHIBIT "A"
CLASSIFICATION AND COMPENSATION PLAN
As of July 3, 2016

201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,488.00	70,860.00	74,400.00	78,120.00	82,020.00	86,124.00
MONTHLY	5,624.00	5,905.00	6,200.00	6,510.00	6,835.00	7,177.00
BI-WEEKLY	2,595.69	2,725.38	2,861.54	3,004.62	3,154.62	3,312.46
HOURLY	32.4462	34.0673	35.7692	37.5577	39.4327	41.4058
MONTHLY EDUCATIONAL INCENTIVE BONUS						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
AA	820.00	820.00	820.00	820.00	820.00	820.00
BA	1,245.00	1,245.00	1,245.00	1,245.00	1,245.00	1,245.00
SPECIALIST	500.00	500.00	500.00	500.00	500.00	500.00
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	736.00	762.80	790.90	820.40	851.40	884.00
Lgy Bonus 26	1,004.00	1,044.20	1,086.35	1,130.60	1,177.10	1,226.00
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,824.00	90,120.00	94,632.00	99,360.00	104,328.00	109,548.00
MONTHLY	7,152.00	7,510.00	7,886.00	8,280.00	8,694.00	9,129.00
BI-WEEKLY	3,300.92	3,466.15	3,639.69	3,821.54	4,012.62	4,213.38
HOURLY	41.2615	43.3269	45.4962	47.7692	50.1577	52.6673
MONTHLY EDUCATIONAL INCENTIVE BONUS						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
AA	955.00	955.00	955.00	955.00	955.00	955.00
BA	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	790.80	824.30	859.50	896.50	935.30	976.10
Lgy Bonus 26	1,126.20	1,176.45	1,229.25	1,284.75	1,342.95	1,404.15

EXHIBIT A is hereby amended concurrently with adopted amendments to the City Classification and Compensation Plan, applying all pay category adjustments referenced in this MOU.