

September 4, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

City Council Meeting of
September 9, 2003

**Resolution Approving Memorandum of Understanding Between the City and the
Hermosa Beach Police Management Bargaining Unit.**

Recommendation:

It is recommended that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City and the Hermosa Beach Police Management Bargaining Unit.

Background:

The City Council directed staff to meet and confer with representatives of this employee group to discuss wages, hours, and working conditions contained in the Memorandum of Understanding that expired on June 30, 2003. The parties have reached a tentative agreement on the terms described below. The members of the employee group met and have approved the tentative agreement.

The negotiated major changes include:

1. Term of the agreement is to be July 1, 2003 through June 30, 2005.
2. Salary increases of: 1.9% effective July 1, 2003
1.9% effective July 1, 2004
3. The addition of a premium pay for obtaining a POST Management Certificate.
4. 10 additional hours of management leave on 1/1/04 and 1/1/05.

Funding for this has been included in Prospective Expenditures account of the 2003-2004 Budget.

Respectfully submitted:

Michael Earl
Personnel & Risk Management Director

Stephen Burrell
City Manager

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA, TO ADOPT A MEMORANDUM OF UNDERSTANDING WITH THE HERMOSA BEACH POLICE MANAGEMENT BARGAINING UNIT

WHEREAS, employees of the City of Hermosa Beach, California represented by the Hermosa Beach Police Management Bargaining Unit, have elected to meet and confer with the City of Hermosa Beach on matters concerning wages, hours, and working conditions; and,

WHEREAS, the above personnel have selected certain individuals to represent them; and

WHEREAS, Employee and Management representatives have jointly negotiated a Memorandum of Understanding which has been ratified by a majority vote of the members of the Hermosa Beach Police Management Bargaining Unit; and

WHEREAS, the Employee and Management representatives have mutually agreed to recommend that the City Council adopt this Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Hermosa Beach resolves to enter into a Memorandum of Understanding to be effective for the period of July 1, 2003 through and including June 30, 2005.

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which time same is passed and adopted.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF SEPTEMBER, 2003

PRESIDENT of the City Council and MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HERMOSA BEACH

AND

POLICE MANAGEMENT BARGAINING GROUP

JULY 1, 2003 - JUNE 30, 2005

**MEMORANDUM OF UNDERSTANDING
FOR THE
POLICE MANAGEMENT BARGAINING GROUP**

ARTICLE 1 – PARTIES TO THE MEMORANDUM

This Memorandum of Understanding, hereinafter referred to as the "MOU" or the "Agreement," has been entered into, pursuant to the laws of the State of California and the City of Hermosa Beach, California, by and between the CITY OF HERMOSA BEACH, hereinafter referred to as the "City" or as "Management," and the HERMOSA BEACH POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 2 – RECOGNITION

Pursuant to the provisions of the Meyers-Miliias-Brown Act, (Government Code 3500, et seq.), the City agrees to, and does, recognize the Hermosa Beach Police Officers Association as the exclusive representative of the full-time positions in the classifications of Police Captain and Police Lieutenant of the City of Hermosa Beach.

ARTICLE 3 – SCOPE & IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

- A. This memorandum of understanding constitutes the joint recommendation of Management and the Association. It shall not be binding in whole or in part upon the parties unless and until the following conditions have been complied with:
1. The association shall notify the City Council in writing that it has formally approved the Memorandum of Understanding in its entirety.
 2. The City Council shall approve this Memorandum of Understanding.
 3. This MOU has been reached following good-faith negotiations, by the authorized Management representative of the City Council and the authorized representative for the Hermosa Beach Police Officers Association.

ARTICLE 4 – JOB ACTION

- A. The Association and its members agree that during the term of this MOU there shall be no strike.
- B. In the event of an unauthorized strike, the City agrees that there will be no liability on the part of the Association provided the Association promptly and publicly disavows such unauthorized action; orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further, that the Association notifies the City in writing, within 48 hours after the

commencement of such strike, what measures it has taken to comply with the provisions of this strike.

- C. In the event such strike by the Association has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

ARTICLE 5 – NON-DISCRIMINATION

Both parties to this Agreement agree not to discriminate against any employee or applicant because of age, gender, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or Association membership or activity. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. It is the responsibility of any employee, who believes that they are the victim of such harassment, whether sexual, racial, ethnic or religious, to report the conduct to their Division Commander, Chief of Police, Personnel Director or the City Manager in a timely manner.

ARTICLE 6 – MANAGEMENT RIGHTS

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, building, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used herein.
9. Determine processes, techniques, methods and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine the financial policy including accounting procedures.
12. Determine the administrative organization of the system.

13. Determine the selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classifications.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.
 - A. The exercise of the foregoing powers, rights authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, City Personnel Ordinance and Personnel Rules and Regulations, the Public Safety Officers Procedural Bill of Rights, and other statutory laws.
 - B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit,

the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 7 – PROVISIONS OF LAW – INSEPARABILITY

It is mutually understood that this MOU is, and shall be, subject to all current and future applicable state, federal and local laws. If any article, part, provision or segment of this MOU is, or shall be, in conflict with or inconsistent with such applicable provisions of federal, state or local law, or is otherwise held to be invalid, or unenforceable by any court of competent jurisdiction by final decree, such article, part or provision thereof shall be superseded by such applicable law and the remainder of this MOU shall in no way be affected thereby.

ARTICLE 8 – FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.
- C. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.
- D. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 9 – GRIEVANCE PROCEDURE

The Grievance Procedure is attached as Exhibit A and incorporated herein by reference.

ARTICLE 10 – WORK SCHEDULE

- A. Police Captains and Police Lieutenants shall have the choice of working a ten (10) hour day, four (4) days per work week; or an eight (8) hour day, five (5) days per work week.
- B. In the event of an emergency situation, the City may cancel, alter or amend the work schedule as necessary immediately.

ARTICLE 11 – COMPENSATION - METHODS OF COMPENSATION

A. Methods of compensation:

1. Compensation shall be determined on a monthly salary basis.
2. Payments due shall be paid on a semi-monthly basis unless otherwise mutually agreed. By mutual consent early payments and other modifications can be made.
3. Base monthly salary shall be considered the rate of pay for a particular classification without consideration of any other form of compensation.

B. Salary Advancements Within Base Pay Range:

1. Step Advancement:

- a. All salary advances shall be based on merit and fitness. All increases shall be recommended by the Department Head and approved by the Personnel Officer/City Manager. In the cases of exceptional merit, and upon the recommendation of the Department Director, an employee may, with the approval of the City Manager, be advanced a step within the salary range at other than one year intervals. Such advancements shall establish a new anniversary date for future advancements. Merit increases shall be effective at the beginning of the next pay period (1st or 16 of month).
- b. Upon the successful and satisfactory completion of twelve (12) months service, employees shall be advanced one step within their range and yearly thereafter until the maximum within the range achieved.

2. Promotion

- a. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to the lowest step in the higher range which exceeds the present rate of pay (including base salary plus education/longevity pay) with the intent of increasing the salary rate in the new classification (base salary plus education/longevity pay) by at least 5%.

ARTICLE 12 – BASE SALARY

- ### A. Effective July 1, 2003 the base salary ranges for the classifications represented by the Association shall be as follows:

Police Captain	7,633	8,014	8,417	8,837
Police Lieutenant	7,138	7,495	7,870	8,263

- B. Effective July 1, 2004, the base monthly salaries for represented classifications shall be increased by 1.9%.

ARTICLE 13 – CERTIFICATE PAY

Effective January 1, 2004, employees shall be eligible to receive additional compensation of 5% of base salary for possession of a POST Management Certificate.

ARTICLE 14 – EXEMPT EMPLOYEES

The Classifications of Police Captain and Police Lieutenant are designated as exempt under FLSA.

ARTICLE 15 – INSURANCE COVERAGE

A. LIFE

1. City shall provide a life insurance policy for each employee, payable in the amount of two times annual salary.

B. MENTAL HEALTH

1. City shall make such a plan available to City employees; the full cost to be paid by the employee.

C. VISION

1. City shall make such a plan available to City employees; the full cost to be paid by the employee.

D. MEDICAL

1. City shall provide for Association members a medical insurance plan to include a choice of an annuity plan with \$250.00 deductible or an HMO plan; both plans to include maternity care and prescription benefits. The current medical plan or its equivalent, to remain in force during the term of this MOU. City shall meet and consult should there be a change in providers.
2. The HMO plan shall have no greater than a \$5.00 office visit and prescription co-pay during the term of this Agreement.

3. City to pay employee costs and current dependent rate with any future increased dependent costs to be borne 80% City and 20% employee.

E. DENTAL

1. City shall provide for Association members a dental insurance plan to include a choice of an indemnity plan or a pre-paid plan.
2. City to pay employee cost and current dependent rate with any future increased dependent costs to be borne 80% City and 20% employee.

ARTICLE 16 – DEFERRED COMPENSATION

City agrees to make available to all employees in the Unit either of the Citywide Deferred Compensation Plans. All participants being then eligible to vote on decisions of the Deferred Compensation Committee.

ARTICLE 17 – RETIREMENT

- A. The City shall maintain the 3% @ 55 PERS contract with "One Year Final Compensation" in effect at the time of this contract.
- B. The City will pay the employee's 9% contribution to the P.E.R.S. retirement system credited to the employee's portion.
- C. Effective November 1, 1995, the City shall commence reporting to P.E.R.S. the value of the 9% employer paid member contribution (EPMC) pursuant to the authority of Government Code section 20023(c)(4).
- D. Effective January 1, 1998 any employee covered by this Agreement will be eligible, upon retirement from this City, for a medical supplement. Said supplement shall be in the following amount:
 1. For retirement at age fifty (50) with a minimum of twenty (20) years continuous service with the City, a \$200 (or cost of policy whichever is less) per month medical insurance supplement.
 2. For a retirement at age fifty-five (55) with a minimum of fifteen (15) years continuous service with the City, a \$200 (or cost of policy whichever is less) per month medical insurance supplement.
 3. Said supplement shall commence with the first month following the employee's retirement in which the employee is responsible for payment of the insurance premium.
 4. In order to be eligible for medical supplement payments, an employee must either remain on a medical insurance plan offered by the City or

provide proof of coverage on a self procured medical insurance plan.

5. Any payments made by the City shall be made directly to a medical insurance provider. In no case will payments be made directly to an individual.
6. Any employee receiving a benefit under this article agrees to apply for, and enroll in, any Federal and/or State medical insurance plan (e.g. Medicare, Medicaid, etc.) for which they may become eligible.

ARTICLE 18 – LEAVE OF ABSENCE

Management agrees to allow all employees covered by this MOU to take a leave of absence without pay, not to exceed 60 days, in conjunction with, or in addition to, their regular vacation time. This leave will only be allowed every other year. Timing and duration of leave is subject to approval of the Chief of Police and subject to the needs of the department. This provision shall not reduce any leave entitlement an employee may have under the Military and Veterans Code.

ARTICLE 19 – VACATION

A. Vacation accrual rates shall be as follows:

1. Upon hire, at the rate of 96 hours/year.
2. Commencing with the 7th year, at the rate of 112 hours/year.
3. Commencing with the 8th year, at the rate of 136 hours/year.
4. Commencing with the 15th year, at the rate of 160 hours/year.
5. Commencing with the 16th year, at the rate of 168 hours/year.
6. Commencing with the 17th year, at the rate of 176 hours/year.

B. An employee covered by this Agreement may accrue vacation time to a maximum of 270 hours. Cash out of any earned but unused vacation accrual in excess of 270 hours (as of September 30 of each year) shall be automatically cashed out as part of the October 20th payroll.

ARTICLE 20 – HOLIDAYS

A. The following holidays shall be considered as paid:

New Year's Day; Martin Luther King, Jr.'s Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day

ARTICLE 21 – SICK LEAVE

- A. Sick leave accrual shall be as follows:
1. Those employees having less than 176 accrued hours of sick leave shall accrue sick leave at the rate of 6 hours per month until their accrual accumulates to 176 hours at which time their accrual shall be 8 hours per month.
 2. A once a year cash-in can be up to 100% of the unused sick leave as long as at least 176 accrued hours remains on hand. An employee may accrue a maximum of three hundred and fifty hours (350); thereafter any excess shall be cashed out. Employees who have more than 350 hours of sick time on the books as of June 1, 1988 shall be frozen at that accumulation; any sick time in excess of that amount shall be cashed out.
- B. Employees shall receive cash out of 100% of unused sick leave upon resignation, retirement, or termination.
- C. In the case of serious illness of a member of the immediate family, the employee may utilize sick leave. Immediate family for the purpose of this section shall be defined as: father; mother; father-in-law; mother-in-law; brother; sister; spouse; or legal dependent. Employees may predesignate and substitute other members for those members defined as “immediate family”. The intent of this provision is not to expand the number of persons included in the definition of “immediate family” nor to increase paid leave opportunities, but rather, to recognize variation in family structure (e.g. stepmother for mother).

ARTICLE 22 – BEREAVEMENT LEAVE

Each employee shall receive a maximum of three shifts per calendar year to be utilized for bereavement leave because of a death in their immediate family. Immediate family shall be defined as in Article 21 - Sick Leave. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided. The Chief of Police may grant one (1) additional shift in the event of a death which required extended travel.

ARTICLE 23 – MANAGEMENT LEAVE

Effective January 1, 2004, Police Captains and Police Lieutenants shall be allowed ninety (90) hours of additional leave each calendar year in addition to flex time for extraordinary assignments, fixed holidays and bereavement leave. Management leave does not accumulate or carry over; it must be used each year. Said Management Leave shall have no monetary value. Effective January 1, 2005, said leave shall be increased to one hundred hours (100).

ARTICLE 24 – EDUCATIONAL REIMBURSEMENT

The City agrees that Police Captains and Police Lieutenants who desire to enroll in training and academic courses that may provide the employee with general or specific skills and/or knowledge that contributes to their ability to perform their current position or enhances promotional opportunities, shall have their course fees (up to CSU rate), books, materials, and tuition (CSU rate) paid by the City, in advance, subject to the approval of the City Manager. The employee will reimburse the City for all expenses if the employee fails or does not complete the courses.

ARTICLE 25 – UNIFORM ALLOWANCE

Said allowance for Police Captains and Police Lieutenants to be \$600 per year, payable through the regular payroll schedule.

ARTICLE 26 – AMMUNITION REPLACEMENT

- A. In addition to the quarterly qualification ammunition, each officer will be allowed to utilize fifty (50) rounds of ammunition for their primary duty weapon, at City expense, each month at the firing range used by the Department. The City will also pay for the expense of using the range. The ammunition will be used to practice on an approved course of fire so that officers will become more proficient with their service weapons.
- B. The City will not compensate officers for the time spent to utilize this ammunition. Officers must use the allotted ammunition each month; it does not accumulate.

ARTICLE 27 – DISCIPLINARY ACTIONS

- A. For the purpose of defining disciplinary actions, the following definitions shall be applicable:
 - 1. Dismissal
 - 2. Demotion
 - 3. Suspension
 - 4. Reductions in pay
 - 5. Reprimand (written)
- B. Reductions in pay are governed by the Rules and Regulations of the Police Manual.
- C. Appeals from the disciplinary actions shall only be subject to the Rules and Regulations section of the Police Manual.
- D. Prior to the commencement of any internal investigation which is likely to subject the officer to disciplinary action, the officer shall be advised of their rights

pursuant to Section 3300, et. seq., of the California Government code as amended. All rights contained therein shall be applicable to the disciplinary actions and shall be used as a minimum guideline only.

- E. Any reprimand record or other writing containing negative comments (with the exception of Performance Evaluations) included in the employees personnel package is a written reprimand.
- F. Inclusionary periods as currently set forth in the Police Department rules and Regulations shall remain in effect during this MOU
- G. Any officer receiving time off dispensed as a result of disciplinary action can use either accumulated compensatory time or vacation time at their discretion. However, when exceptional circumstances arise and the City feels that it is in the best interest to keep an officer off duty for a limited period of time (not to exceed five (5) working days), the City may exercise this right.

ARTICLE 28 – LAYOFF

- A. Hermosa Beach Municipal Code Section 2-42 as currently enacted, is the governing provision regarding layoff. However, City further agrees that prior to implementation of any such layoff, discussions shall be held to explore other alternatives, mitigation, etc.
- B. It is further agreed that in the event the City should contract with another agency for provision of police services, the Association shall receive six (6) months advance notice prior to the effective date of any such change.

ARTICLE 29 – NO SMOKING

The parties agree that the City shall amend its class specifications for unit positions to provide that employees who become unit employees after March 1, 1988 shall, as a condition of their continued employment, refrain from smoking tobacco or any other non-tobacco substance at any time on or off duty. Violation of this condition of employment shall be deemed good cause for dismissal.

ARTICLE 30 – ANNUAL PHYSICAL

- A. All employees covered by this Agreement shall be provided with a complete physical examination (participation is voluntary) according to the following schedule:
 - 1. Every two (2) years up to and including age 38.
 - 2. Annually at age 39 and thereafter.
- B. Said physical to be at a location of the City's choice and at the City's expense.

C. The physical exam is to include at least the following:

1. Review of medical history, physical examination; Urinalysis; VDRL; X-Rays (Chest PA, Lumbar Spine and Cervical) only if indicated; Blood groupings, CBC, Chem Panel 17; EKG and Treadmill; Lipid Analysis; Pulmonary Function Test; Hearing test; Strength and Flexibility testing.

ARTICLE 31 – DURATION OF CONTRACT

This MOU is effective July 1, 2003 and shall remain in full force and effect through June 30, 2005.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding this _____ day of _____ 2003.

HERMOSA BEACH POLICE
MANAGEMENT GROUP

CITY OF HERMOSA BEACH

Tom Eckert
Police Lieutenant

Michael A. Earl
Personnel Director

Tom Bohlin
Police Lieutenant

Viki Copeland
Finance Director

Corey Glave
Attorney

Dan Cassidy
Attorney