

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

WHEREAS, on January 18, 2022, the City Council adopted Resolution 2022-04 approving the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (the “MOU”); and,

WHEREAS, the City now desires to amend the MOU to increase pay for vacation time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true.

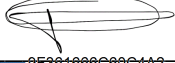
SECTION 2. Section 4 (Vacation), Subsection E, of the MOU is hereby amended and restated to read as follows:

E. Annual Vacation Payoff

Employees may receive pay for up to 64 hours of vacation time during each calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2023.

DocuSigned by:

9F301000C00C4A2...
Tanya Doby, Mayor

ATTEST:

DocuSigned by:
Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of February 2023, by the following vote, to wit:

AYES: COUNCILMEMBERS: Doby, Murphy, Hasselbrink, Hibard, Nefulda
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

DocuSigned by:
Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

WHEREAS, the most recent agreement between the City of Los Alamitos and the Police Officers Association expired on June 30, 2021; and,

WHEREAS, the City and the Police Officers Association (POA) have been engaged in negotiations for a successor Memorandum of Understanding (MOU); and,

WHEREAS, the resulting MOU reflects a three-year package that will enable the City to provide reasonable workforce stability.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:


SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council approves and authorizes the Mayor to execute the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (POA) effective July 1, 2021 through June 30, 2024, incorporated herein by reference and attached as "Exhibit A."

SECTION 3. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in "Exhibit B" and attached hereto and incorporated by reference.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of February 2022.

DocuSigned by:

AF87F110E7A146D...
Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:
Windmera Quintanar
54BCC26B4CA8469...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Daudt
02A022E0E4DF418...
Michael S. Daudt, City Attorney

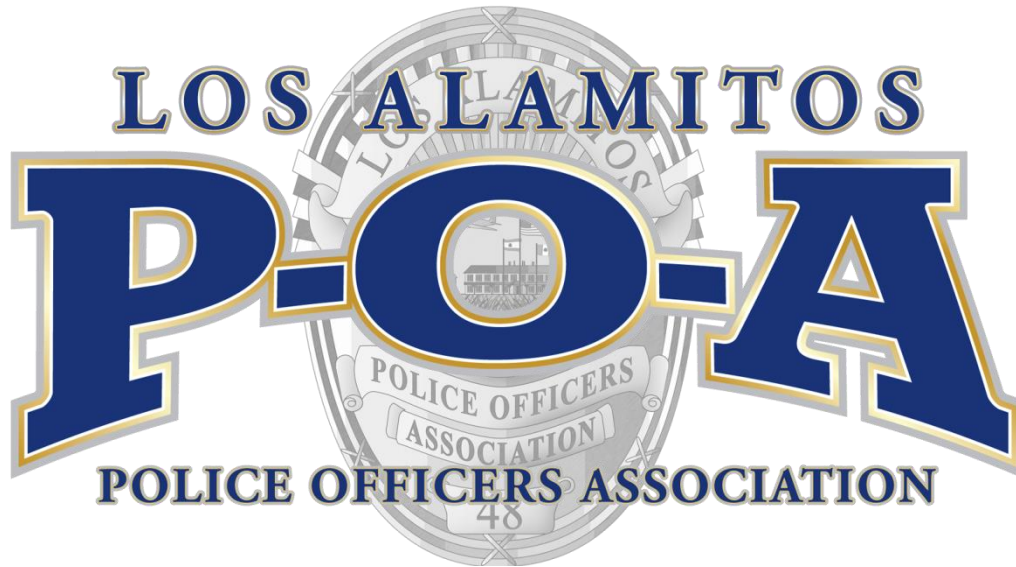
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 7th day of February, 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS: Chirco, Bates, Doby, Hasselbrink, Nefulda
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

DocuSigned by:
Windmera Quintanar
54BCC26B4CA8469...
Windmera Quintanar, MMC, City Clerk

**City Council Resolution 2022-04
Exhibit A**



**ADOPTED: FEBRUARY 7, 2022
EFFECTIVE: JULY 1, 2021
EXPIRES: JUNE 30, 2024**

TABLE OF CONTENTS

Term 1

Recognition 1

1 – ACCESS TO WORK LOCATIONS 1

2 – CITY RIGHTS 2

3 – SALARY SCHEDULE ADJUSTMENT 2

4 – VACATION 3

 A. Purpose 3

 B. Basis of Accrual 3

 C. Compensation of City Work During Vacation Prohibited 3

 D. Scheduling Vacations 4

 E. Annual Vacation Payoff 4

 F. Vacation Payoff Upon Termination 4

5 – SICK LEAVE 4

 A. Accrual and Use of Sick Leave 4

 B. Proof of Illness 5

 C. Notification 5

 D. Annual Sick Leave Payoff 5

 E. Regular Service Retirement Sick Leave Options 5

 F. Disability Retirement Sick Leave 6

 G. Other Separation 6

6 – BEREAVEMENT LEAVE 6

7 – TEMPORARY DISABILITY LEAVE (NON-INDUSTRIAL) 6

8 – LABOR CODE SECTION 4850 PAY 7

9 – PARENTAL LEAVE 7

10 – MILITARY LEAVE 7

11 – JURY DUTY 8

12 – LEAVE OF ABSENCE WITHOUT PAY 8

 A. Authorization Procedure 8

B. Length of Leave and Extension8
 C. Return from Leave8
 D. Leave Without Pay – Insurance Payments8
 E. Leave Without Pay – Other Benefits9

13 –HOLIDAYS..... **9**

A. Authorized Holidays9
 B. Floating Holidays for New Employees10

14 –HOURS OF WORK..... **10**

15 –ATTENDANCE..... **10**

16 –OVERTIME..... **11**

A. Work Period11
 B. Compensatory Time11
 C. Training Time11
 D. City Vehicle Use12

17 –ON CALL COURT PAY..... **12**

18 –CALL BACK PAY..... **12**

19 –SPECIAL ASSIGNMENT PAY..... **13**

A. Motor Officer, Detective, SRO, and SWAT.....13
 B. Temporary Fill-in Patrol Assignments13
 C. Special Skills13

20 –PAY FOR WORK IN A HIGHER CLASSIFICATION..... **14**

21 –MONTHLY INSURANCE CONTRIBUTION..... **14**

22 –OPTICAL PLAN..... **14**

23 –TERM LIFE INSURANCE..... **15**

24 –PHYSICAL EXAMINATION..... **15**

25 –RETIREEES’ MEDICAL INSURANCE..... **15**

26 –DEFERRED COMPENSATION..... **16**

27 –EDUCATION REIMBURSEMENT..... **16**

28 – EDUCATION INCENTIVE 17

29 – RETENTION-PERFORMANCE BONUS 17

30 – UNIFORM ALLOWANCE 18

 A. Description 18

 B. Equipment 18

 C. Motorcycle Assignment 19

 D. SWAT Assignment 19

31 – FIELD TRAINING OFFICER PAY 19

32 – BILINGUAL PAY 19

33 – RETIREMENT 20

34 – INDUSTRIAL DISABILITY RETIREMENT 20

35 – MILEAGE REIMBURSEMENT 21

36 – GRIEVANCE PROCEDURE 21

 A. Policy 21

 B. Definition 23

 C. Procedures 23

 1. General 23

 2. Steps 24

37 - PEACEFUL PERFORMANCE 25

38 – CONSTRUCTION 26

39 – FULL UNDERSTANDING, MODIFICATION, WAIVER 26

40 – SAVINGS CLAUSE 26

Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the “Meyers-Milias-Brown Act.” This agreement has been developed as a result of good faith meet and confer efforts by the Los Alamitos Police Officers Association (“Association”) and the City of Los Alamitos (“City”). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

Term

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall be effective when formally approved by the Los Alamitos City Council and shall be effective July 1, 2021 through June 30, 2024.

Recognition

The City hereby recognizes the Association as the majority representative of the employee representation unit consisting of the following classifications:

- **Sergeant**
- **Corporal**
- **Officer**

The City and the Association agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law. Nothing contained herein shall be construed to deny those employees who do not belong to the Association from representing themselves.

1. Access to Work Locations

Access to employee locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of the Association shall not enter any locations without first requesting the written consent of the City or its authorized representative(s). Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

2. City Rights

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels 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; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

3. Salary Schedule Adjustment

A. Salary Increases

The City will increase the salaries of all represented classifications as follows and shown in Exhibit A:

1. Effective with the pay period commencing January 30, 2022, the salary schedule will be increased by 2.5%.
2. Effective the first full pay period commencing on or after July 1, 2022, the salary schedule will be increased by 2.5%.
3. Effective the first full pay period commencing on or after July 1, 2023, the salary schedule will be increased by 2.5%.

B. One-Time Lump Sum Payments

1. The City will provide a one-time lump sum payment of \$2,500 to all full-time employees effective January 30, 2022.

2. The City will provide a one-time lump sum payment of \$2,500 to all full-time employees with the first full pay period following July 1, 2022.

4. Vacation

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until they have completed six months of continuous full-time service. Vacation leave shall accrue to employees on bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees shall be accrued as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 or >	176

C. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him/her on regular pay status.

D. Scheduling Vacations

An employee must request and obtain approval from the Chief of Police prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service. If the requirements of the service are such that an employee must defer all or part of his/her annual vacation in a particular calendar year, the Chief of Police and the City Manager may permit the employee to take such deferred vacation during the following calendar year. Vacation leave may be used only as it is earned. Requests for vacation leave exceeding the amount of accrued vacation leave hours will require the prior approval of the City Manager.

E. Annual Vacation Payoff

Employees may receive pay for up to 32 hours of vacation time during the calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

F. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, or as otherwise required by applicable law.

5. Sick Leave

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild or sibling; (3) to obtain relief as a victim of domestic violence pursuant applicable law; (4) a prescheduled doctor, dental or optometry appointment which has been approved by the Police Chief.

No employee shall use more than a total of 48 hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

Employees absent from duty due to illness for more than three (3) work days (not including statutory protected leave) may be required to furnish a certificate and/or statement from their physician verifying the need for such absence and the estimated time necessary for recovery. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Chief of Police the employee has abused such privileges.

Prior to resuming their duties, employees may be required to submit a certificate and/or statement from their physician certifying their apparent fitness for duty.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or on duty watch commander as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than two hours prior to the beginning of the employee's assigned shift. Extenuating circumstances may prevent an employee from meeting the two hour minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his/her current year's unused sick leave, or (2) up to 24 hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

E. Regular Service Retirement Sick Leave Options

Upon a regular service retirement as defined by the California Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

(1) a lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.

(2) an exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Disability Retirement Sick Leave

Upon disability retirement, whether industrial or non-industrial, an employee shall not be entitled to receive any compensation for accumulated sick leave pursuant to Government Code section 21163. Sick leave may be used prior to the effective date of a non-industrial retirement.

G. Other Separation

Upon separation not due to retirement, compensation for accumulated sick leave shall be paid only if and to the extent provided for in the City's applicable Personnel Rules. An employee that is rehired within one year of separation from the City shall have previously accrued, unused and available paid sick leave reinstated, subject to the use and accrual limitations set forth in this MOU.

6. Bereavement Leave

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) he/she shall be entitled to a leave of absence with pay for a period not to exceed 48 working hours per calendar year. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to the Chief of Police. Such leave of absence shall not be allowed in any case where in the preceding 6 calendar months, a leave on the grounds of critical illness of that same relative has been granted.

Bereavement leave shall not be charged against sick leave.

7. Temporary Disability Leave (Non-industrial)

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to such leave. The employee utilizing temporary disability leave may utilize accumulated sick leave, vacation leave, and compensatory time off to provide for full salary maintenance. When all accumulated sick leave, vacation leave and compensatory time off are exhausted, the remainder of the absence will be on the basis of leave without pay. If leave without pay is utilized, no accruals of sick leave, vacation leave, or other benefits will be credited to the employee during that absence; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the California Family Rights Act shall be entitled to continue to receive health insurance premium payments required by the FMLA or CFRA.

City shall provide employee pregnancy leaves for eligible employees as required by state and federal law.

8. Labor Code Section 4850 Pay

If an employee is injured on the job to such an extent that disability leave is necessary, the employee's salary shall be continued in accordance with the provisions of California Labor Code Section 4850.

9. Parental Leave

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or the recovery therefrom, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, or other benefits while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any of the benefits or seniority accrued prior to the commencement of the Parental Leave.

10. Military Leave

Military leave with pay shall be granted in accordance with provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) and the Military and Veterans Code of the State. An employee entitled to military leave shall give the Chief of Police an opportunity within the limits of the applicable regulations to determine when such leave shall be taken. Prior to taking military leave, an employee shall present a copy of his/her military orders to the Chief of Police. The Chief of Police shall advise the

Personnel Officer of such military orders immediately. Sick leave and vacation leave will accrue to the employee during the period he/she is on military leave.

11. Jury Duty

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Salary continuance shall be limited to 40 working hours. Jury duty in excess of 40 hours will not be compensated by the City.

12. Leave of Absence Without Pay

Upon the recommendation of the Chief of Police, any employee may be granted a leave of absence without pay of less than 90 days with the approval of the City Manager. A request for an extension exceeding 90 days must be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. Upon written recommendation of the Chief of Police that it be granted, modified or denied, the request shall be transmitted to the City Manager for Approval.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed 6 months. Conditions for granting an extension of up to 6 months shall be the same as that in granting the original leave, provided that the extension request is made at least 14 calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he/she shall contact the Chief of Police at least 14 calendar days prior to the day he/she plans to return. The Chief of Police shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his/her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the

term of the leave of absence will result in the employee's coverage terminating on the first day of the following month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, or other benefits, including seniority, while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any of the benefits or seniority accrued prior to the commencement of the leave without pay.

13. Holidays

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- *January 1 (New Years Day)*
- *The third Monday in January (Martin Luther King Jr. Day)*
- *The third Monday in February (President's Day)*
- *The last Monday in May (Memorial Day)*
- *July 4 (Independence Day)*
- *The first Monday in September (Labor Day)*
- *November 11 (Veterans Day)*
- *The fourth Thursday in November (Thanksgiving Day)*
- *The fourth Friday in November (day after Thanksgiving Day)*
- *December 24 (day before Christmas)*
- *December 25 (Christmas)*
- *20 hours of floating holiday time to be used by the employee with Chief of Police approval during the calendar year (January 1 – December 31).*

Any floating holiday hours not used during the calendar year will be lost with no compensation. Employees shall annually receive 20 floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day).

All regular holidays for the fiscal year shall be paid at eight (8) hours straight time in one lump sum with the first pay period in June each year. Employees who have not worked the entire fiscal year will have this payment pro-rated.

B. Floating Holidays for New Employees

Employees hired during a calendar year shall receive the following credit for floating holidays:

Date of Hire	Credit (Hours)
January 1 – March 31	20
April 1 – June 30	15
July 1 – September 30	10
After September 30	0

Any floating holiday hours not used during the calendar year will be lost with no compensation.

14. Hours of Work

A. Employees shall have a work schedule with specific hours to be worked as prescribed by the Chief of Police with the approval of the City Manager.

B. The City Manager may change an employee's work schedule, or hours at any time to meet the requirements of the City.

C. Time Change

- During Daylight Savings Time change (Spring Forward) employees shall be paid for the actual number of hours worked, regardless of the hour indicated on the clock. It shall be the employee's discretion to extend his/her shift or use accumulated time off to make up for the missing hour.
- During Pacific Standard Time change (Fall back) employees shall be paid for the actual number of hours worked, regardless of the hour indicated on the clock. When applicable, employees shall receive paid overtime or compensatory time off.

15. Attendance

Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within 24 hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee.

16. Overtime

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. Work Period

Employees shall be paid at the rate of one and a half times their hourly rate for all hours worked in excess of 160 during the normal 28-day work period.

B. Compensatory Time

At the discretion of the employee, any overtime may be either compensated through payment or accumulation of compensatory time off. The maximum accumulation of compensatory time shall be 200 hours. Should an employee desire to take compensatory time off, he/she shall file a written request with the Chief of Police, who shall grant the request off unless it interferes with normal operational staffing of the Department. Compensatory time accrual shall be limited to a maximum of 8 hours per 28-day work period. All overtime in excess of 8 hours per 28-day work period shall be automatically paid to the employee.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities which improves the performance of regular tasks and/or prepares the employee for job advancement is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks 24 hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training.

All employees who attend training may return to their regular work location and work the remainder of their shift upon supervisor approval. Alternatively, the employee may choose to use available floating holiday, vacation or compensatory time hours for the remainder of the work shift with prior written request to the Chief of Police. An employee who attends

Effective January 30, 2022, department approved training which is scheduled to last for eight (8) or more hours will be deemed to have worked their full work day.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time.

This provision also applies to those situations where the radio must be left on and monitored.

17. On Call Court Pay

If an employee is required to remain on-call for a court case on any day when he/she is not on duty, he/she shall be compensated for two hours at the overtime rate (one and a half times) per session (morning and afternoon). At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off. Employees are not eligible for this compensation if they are taken off on-call status and notified before 12:00 p.m. the day before they are scheduled to appear in court.

An employee called into court while on-call, as described above, shall receive a minimum of 4 hours pay, compensated at the overtime rate, in lieu of any on-call pay described in the above paragraph. At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off.

If an employee goes to court in the afternoon prior to the start of his/her shift, he/she shall receive four hours of court time as described in the above paragraph. If an employee is required to go to court after his/her shift, that will be considered an extension of the shift and the officer will be paid the overtime rate for the amount of time spent in court and returning to the station, if applicable.

The procedure for administering the on-call program shall be determined by the Chief of Police.

18. Call Back Pay

Call back duty occurs when an employee is unexpectedly ordered by the Department to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of 4 hours compensation at the overtime rate commencing when he/she reports for duty. Any hours worked in excess of 4 hours shall be compensated at the overtime rate.

19. Special Assignment Pay

A. Motor Officer, Detective, SRO, and SWAT

The City will pay Motor Officers special assignment pay equal to five percent (5%) above their individual base pay. The City will pay Motor Officers, Detectives, School Resource Officers, and Officers assigned to SWAT (including CNT) a special assignment pay equal to five percent (5%) above their individual base salary, as shown in Exhibit A. The effective date for officers assigned to SWAT (including CNT) to receive special assignment pay is January 30, 2022.

B. Temporary Fill-in Patrol Assignments

Employees who are assigned to special assignments, working a 4-10 schedule, and who are temporarily assigned to fill patrol requirements in lieu of their regular work assignments will have the option of overtime compensated through payment or accumulation of compensatory time off, for any hours worked over their regular 10-hour day during the temporary fill-in patrol assignment, if both of the following conditions are met:

1. The temporary fill-in patrol assignment results in a scheduled work assignment that is less than 40 hours in the workweek; and
2. The temporary fill-in patrol assignment does not last long enough for the employee to work the regularly assigned extra day shift for that 28-day work period; and

School Resource Officers (SRO) are not eligible for the overtime provided for temporary fill-in assignments when they are assigned to work patrol while school is on break.

C. Special Skills

The City will pay special skills pay in the amount of 2.5% of base salary to each employee who completes three years in a special assignment or as a SWAT member. The effective date for officers assigned to SWAT to be eligible for special skills pay after three years is January 30, 2022.

Notwithstanding the foregoing, if, in order to accommodate the needs of the Department (e.g., such as departmental scheduling requirements), an employee is removed from special assignment duty after completing at least 2.5 years, then the employee will nonetheless receive such special skills pay. If an employee voluntarily leaves a special assignment prior to completing three years, then such employee will not be eligible to receive special skills pay.

20. Pay for Work in a Higher Classification

Corporals temporarily assigned to fill vacant sergeant positions shall be paid at the applicable pay step within the sergeant salary range that is at least 5% higher than the corporal's current rate of pay. This pay for work in a higher classification shall not become effective until after the corporal has worked in the sergeant classification for 30 consecutive calendar days (however many consecutive shifts are worked over 30 calendar days).

21. Monthly Insurance Contribution

The City shall contribute up to \$1294 per month toward the payment of premiums for eligible employees and dependents under the existing health, dental, and optical insurance programs. Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Effective February 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	Employee Only	Employee +1	Family
February 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

A. Medical opt-out

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

22. Optical Plan

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

23. Term Life Insurance

After an employee has worked for 60 days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$75,000 of coverage.

24. Physical Examination

The City agrees to pay a licensed physician/clinic selected by the City a fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

Age	Frequency
Up to 30	Once every 4 years
30-39	Once every 3 years
40-49	Once every 2 years
50 and >	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

25. Retirees' Medical Insurance

The City shall contribute to the premium cost for each employee and his/her spouse (or registered domestic partner) upon a regular service retirement as defined by Public Employees Retirement System law.

For employees hired before January 1, 1995, the insurance received for 10 years of service with the City, with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. City paid employee or spousal coverage shall continue while either the employee or spouse (or registered domestic partner) is alive, but shall terminate when the employee or spouse (or registered domestic partner) becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

For employees hired on or after January 1, 1995, the following schedule shall apply for those employees retiring with a regular service retirement:

Years of service with the City of Los Alamitos	% of active employee benefit
10	50
11	55
12	60
13	65

14		70
15		75
16		80
17		85
18		90
19		95
20 or >		100

The City paid employee or spousal coverage shall continue while either the employee or spouse (or registered domestic partner) is alive, but shall terminate when the employee or spouse (or registered domestic partner) becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee’s service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City’s dental and life insurance policies at their expense. Failure to reimburse the City within 30 days will result in the termination of this coverage.

Employees retiring under a disability retirement, whether industrial or non-industrial, shall:

- A.** Not be allowed to participate in the City’s dental and life insurance policies; but shall be entitled to
- B.** The amount the City is contractually obligated by the Public Employees’ Retirement System to pay to retirees.

26. Deferred Compensation

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

27. Education Reimbursement

All bargaining unit employees are eligible for reimbursement by the City for textbooks, tuition and fees in connection with educational endeavors. Tuition reimbursement shall not exceed four thousand dollars (\$4,000.00) per fiscal year for undergraduate college studies, or three thousand dollars (\$3,000.00) for post-graduate studies per fiscal year. Only those courses which have a bearing on the employee's position with the City will be considered by the City Manager for reimbursement. The City shall reimburse the employee for 100% of the rental cost of the textbook if the employee rents the textbook; or 25% of the purchase price of the textbook if the employee purchases the textbook.

In order to be reimbursed, an employee must submit a request for reimbursement to the City Manager via the Chief of Police, for final approval. The request must be in writing and include the name of the school, the course title and the costs of enrollment and textbooks, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition and textbook expenses. These will then be processed through the Finance Department.

Each employee shall be limited to no more than four (4) reimbursements per fiscal year.

Employees who utilize the City's Tuition/Education/Textbooks Reimbursement program understand if they leave the City within 5 years of a reimbursement, they will be required to repay the tuition costs based on the following schedule: 100% within the first year of receiving that reimbursement;; 80% within the second year; 60% within the third year; 40% within the fourth year; 20% within the fifth year. This schedule shall apply to those reimbursements received after this MOU has been ratified by both parties. If an employee separates from employment due to injury (industrial or non-industrial) or retirement, he/she will be exempt from repayment.

28. Educational Incentive

Effective January 30, 2022, employees can earn educational incentive bonus pay at the following rate:

POST Intermediate Certificate	\$110.00 per month
POST Advanced Certificate	\$200.00 per month
A.A. Degree	\$150.00 per month
B.A./B.S. Degree	5% per month
Masters Degree	7% per month

An employee may not earn educational incentive pay for both a degree and a POST certificate, but shall be entitled to the greater of the two. For example, an employee with a B.A./B.S. Degree and an Advanced POST CERTIFICATE would receive a total Educational Incentive payment of 5% of their base pay per month.

29. Retention-Performance Bonus

Effective January 30, 2022, upon completion of ten (10) years of sworn law enforcement service, including at least five (5) years of service at Los Alamitos Police Department, an employee will be eligible to receive a \$5,000 retention-performance bonus for each evaluation thereafter where he/she earns at least a meets expectations (or equivalent)

rating on his/her performance evaluation. The parties understand that this retention-performance bonus is not PERSable and will not be reported as pensionable compensation.

30. Uniform Allowance

A. Description

Effective January 1, 2019, every member of the Association who has completed 12 months of service to the Department will receive one thousand dollars (\$1,000.00) annually for the purchase or maintenance of uniforms and patrol duty gear approved by the Department. New members of the Association will receive one thousand dollars (\$1,000.00) upon hire for purchase of uniforms and patrol duty gear approved by the Department and will be eligible for the annual disbursement every January, following 12 months of service. Employees completing their 12 months of service after January 1st shall have their uniform allowance pro-rated to the first whole month of work. (ex. 12 month completed Feb 5th, officer receives pro-rated payment of 10 months) Payment of this annual allowance shall be made through the City's payroll register the first full pay period of January each calendar year.

1. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of purchasing, replacing, repairing, and maintaining patrol duty gear, uniforms, and clothing worn in the line of duty. The City will continue to replace or repair patrol duty gear, uniforms, and clothing damaged in the line of duty including safety equipment required by state law, City resolution or ordinance, or by order of the Chief of Police.

(a) All replaced uniforms and patrol duty gear must be turned in to the Operations Captain or designee upon receipt of the replacement uniform or patrol duty gear.

3. PERS Reporting of Uniform Allowance - The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn officer as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

B. Equipment

The Department will continue to provide ballistic vests for each officer, and equipment approved by the Department for Special Assignments.

1. Motorcycle Assignment

Motorcycle officers shall receive one pair of protective riding pants and one protective riding jacket at the time of assignment. After initial issue, replacement riding pants and jacket may be issued on the recommendation of the Operations Captain with approval of the Chief of Police.

All Motorcycle Assignment protective uniforms and equipment must be turned in upon completion of the assignment or when the replacements are received.

2. SWAT Assignment

SWAT officers shall receive (1) Uniform Shirt and (1) Uniform Pants at the time of assignment. After initial issue, replacement SWAT shirt and pants may be issued on the recommendation of the Operations Captain with approval of the Chief of Police.

All SWAT uniforms and equipment must be turned in upon completion of the assignment or when the replacements are received.

31. Field Training Officer Pay

Effective January 30, 2022, employees assigned to serve as Field Training Officers by the Chief of Police shall receive additional compensation of \$1.75 per hour while they are performing said assignment.

32. Bilingual Pay

Effective January 30, 2022, and upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

33. Retirement

Retirement benefits are provided for Safety personnel under the 3% at 50 Plan of the Public Employees Retirement System and the Level 4 of the 1959 Survivor Benefit. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 3% at 50 retirement benefit level.

“New” members of PERS shall be placed in the 2.7@57 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. “New” members are defined in California Government Code Section 7522.04 (PEPRA). “Legacy” members shall be those members not deemed to be “new” members.

“Legacy” members pay 100% of the mandated CalPERS member contribution, which is 9% of compensation.

At no time during this agreement will the employee be responsible for any part of the City’s contribution to the Public Employees Retirement System. Commencing January 1, 2018 for “legacy” members, and January 1, 2013 for “new” members, at no time will the employer be responsible for paying any part of the employee contribution to the Public Employees Retirement System.

Employees qualify for minimum retirement benefits after five years of service and 50 years of age. Retirement benefits for legacy members of PERS will be based on the highest twelve months of pensionable compensation as well as employee’s age and length of service. Retirement benefits for “new” members of PERS will be based on the highest 36 consecutive month’s pensionable compensation as well as the employee’s age and length of service.

34. Industrial Disability Retirement

Upon an Industrial disability retirement, resulting directly from a physical injury suffered while on duty, a sworn employee shall receive a monthly payment directly from the City in accordance with the following provisions:

- A.** The amount of the monthly payment will be determined based upon the employee’s age on the *effective* date of the industrial disability retirement.

- B.** The monthly payments shall cease upon the occurrence of the earliest of the following events: (1) cancellation of the retiree's industrial disability retirements; (2) the retiree becoming 65 years old; or (3) the death of the retiree.
- C.** The City shall provide a cost-of-living increase in the monthly payments on January 1 of each year, beginning with January 1 2002, equal to the annual percentage increase in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items", 1982-84=100 for All Urban Consumers (CPI-U) Los Angeles-Riverside-Orange County California during the year if the annual percentage increase is less than or equal to 5%. If the annual percentage increase is greater than 5%, the cost-of-living increase in the monthly payments shall be 5%. The annual percentage increase shall be calculated using the October to October indexes.
- D.** Effective January 1, 2001, the monthly payments shall be as follows:

Under 30 years of age	\$ 100
30-39 years of age	\$ 150
40-49 years of age	\$ 200
50-54 years of age	\$ 250
55 years of age and over	\$ 300

- E.** The monthly payments shall only be made for industrial disability retirements which are granted after December 31, 2000.

35. Mileage Reimbursement

Those employees utilizing their own vehicle for City business shall not be reimbursed.

36. Grievance Procedure

The purpose of this grievance procedure is to provide employees covered by the agreement the broadest possible opportunity to resolve work related problems through an effective administrative procedure. The Association and the City recognize a mutual obligation to faithfully uphold the spirit and purpose of the grievance procedure.

A. Policy

1. Employees have the right to use this grievance procedure without fear of reprisal. No negative employment action will be taken against any employee as a result of the use of this grievance procedure.

2. Employees may represent themselves or select whomever they wish to represent them at any or all steps in the grievance procedure.
 - a. The employee may utilize the assistance of a P.O.A. representative in the investigation, preparation, and presentation of a written grievance.
 - b. Employees may have no more than one City employee and one non-City employee as representatives for grievance hearings.
 - c. Notwithstanding any other provision of this agreement, an employee may not select a supervisor in the direct chain of command, as a representative, except that a supervisor may select another supervisor as a representative.
3. Grievances may be initiated by the employee, or by a formally recognized employee organization, on the employee's behalf or by the recognized employee organization for this unit on its own behalf.
4. The grievant's first contact regarding job and working conditions is with the immediate supervisor and supervisors shall attempt to settle grievances informally at this level.
5. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting in his/her own behalf on City time will not lose pay. In scheduling the time, place and duration of any grievance meeting, the grievant and Management will give due consideration to all the participant's responsibilities in the essential operations of the department. Management has the unequivocal right to schedule hearings as convenient. Hearings may or may not be held during an employee's normal shift. No overtime pay will be given to the grievant, if the meeting is held during their normal work hours. Representatives, witnesses, or other participants will receive compensation, including overtime pay where applicable, if ordered to be present by the appointing authority, during normal hours off.
6. Waivers and Time Limits.
 - a. Failure by Management to reply to the grievance within the time limits specified automatically processes the grievance to the next level.
 - b. Any level of review, or any time limits established in this procedure, may be waived or extended for good cause and only by mutual agreement confirmed in writing.
 - c. If grievant fails to appeal from one level to the next level, within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
 - d. By mutual agreement, the grievance may revert to a prior level for reconsideration.
 - e. If a grievant fails to appear for a scheduled grievance meeting, such failure without excuse approved by the appointing authority shall entitle Management to decide on the grievance without the presence of the

grievant, or the schedule of another meeting at the level (in which case the time requirements for hearing and decision are automatically waived). Failure to appear at two meetings on the same grievance without an approved excuse automatically terminates that grievance and it is deemed denied. The grievance shall then not be subject to further appeal or reconsideration.

- f. When a grievant is on approved leave, the time limits established in this procedure shall be suspended for the period of the leave.
 - g. No grievance shall be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the grievant had been given 24 hours notice of the hearing.
7. The grievant shall pursue all claims of violation of this MOU through the grievance procedure. The grievant will not resort to other remedies until all steps of the grievance procedure have been exhausted. If the grievant reasonably feels that an employee has suffered immediate and irreparable harm, the grievant may directly contact the City Manager's Office to seek a resolution prior to pursuing remedies outside of the City. Such contact will be considered to have exhausted the grievance procedure in these cases.

B. Definitions

- 1. A grievance is a claim or charge of misunderstanding, or difference in interpretation of the Personnel Manual, this Memorandum of Understanding, or management policy or regulations including but not limited to Administrative and Departmental Regulations, which affect wages, hours or other terms and conditions of employment.
- 2. Actions which are not grievable shall not preclude employees or their representatives from consulting with Management about the practical consequences such actions may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Personnel Manual, or this Memorandum are not grievable and shall not be processed through this grievance procedure.
- 3. If the grievance system is abused by an unreasonable number of submittals by one individual or group obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, they shall be rejected as "non-grievable" and returned to the grievant.

C. Procedures

1. General

- a. Management of the department has the responsibility to inform the grievant of any limitation of a given level of Management's authority to fully resolve the grievance. In this regard, Management shall:
 - i. Supply the grievant with the necessary information to process the grievance to the proper agency or authority.

- ii. Advise the grievant when any matter under submission is determined by Management as not grievable according to the definitions in Section B above. The “grievance” paperwork submitted by the grievant shall be returned to the grievant along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the grievant may follow to process his/her complaint.
- b. When a group of identical grievances develop, only one grievance form shall be submitted. The grievants may select not more than two (2) spokespersons who thereafter will be their representative “grievants.” The acceptance of the decision by the spokespersons at any step (or final decision if the grievance moves to the fifth step) will be binding on all parties.
- c. A grievance shall be recognized if it is brought to the attention of the immediate supervisor either formally or informally within twenty one (21) calendar days of the incident’s occurrence.
- d. If the grievance is between the employee and the immediate supervisor, or where an upper level supervisor has made a decision on the subject of the dispute, the initial step may be to the level above the level making the decision. The upper level supervisor shall have the discretion to remand the grievance to a lower level supervisor as the initial grievance step. Such remand shall be in writing.
- e. To be recognized, a grievance must state the nature of the problem and remedy sought by the grievant. In the event that the grievance is rejected for failure to clearly identify the problem or remedy, it may be amended by the grievant or P.O.A.

2. Steps

Step 1: At the grievant’s sole option, grievances may be presented to the supervisor either orally or in writing. If the complaint is presented orally, the procedure is informal and may be settled by an oral answer given within fourteen (14) calendar days. If the grievance is presented in writing, the procedure is formal and the answer must be given in writing within fourteen (14) calendar days after submission. The written grievance must be clearly and precisely detailed including the specific grounds for the grievance, a listing of MOU articles or other City procedures that were allegedly violated, and the remedies sought. Grievances that fail to meet these requirements shall not be disqualified, but shall be returned to the grievant for compliance with the foregoing requirements. In such cases, the written answer must be given within fourteen (14) calendar days after resubmission of the grievance.

Step 2: If the problem cannot be solved at Step 1, the grievant may present the complaint in writing to the second level supervisor (if not done at Step 1) within fourteen (14) calendar days. Within twenty-one (21)

calendar days of the receipt of the grievance, a hearing shall be held and the Management representative shall give a written decision to the grievant.

Step 3: If the problem cannot be solved in Step 2, the grievant may present the grievance to the Chief of Police within fourteen (14) calendar days. Within twenty-one (21) calendar days of the receipt of the grievance, a hearing shall be held and Chief of Police shall give a written decision to the grievant.

Step 4: *Final resolution of Grievance:* If the grievance is still in dispute after Step 4, the grievant may request a further hearing, which at the discretion of the Management team will take place before the City Manager or his designee, by submitting the grievance within fourteen (14) calendar days. Within forty-five (45) calendar days of receipt of the appeal from Step 3, a hearing shall be held and the City Manager shall give a written decision to the grievant. If the City Manager's office does not render a decision within forty-five (45) calendar days of receipt of the appeal from Step 3, and if there is no waiver of the time limits, the grievance will be decided in favor of the grievant. The grievant may only request a hearing before the Personnel Appeals Commission in matters solely involving the Personnel Manual.

Step 5: The grievant may formally request to continue the grievance, not later than ten (10) days following receipt of the answer at the final step of the grievance procedure (provided it was heard by the City Manager), by serving written notice upon the Management Team. The Management Team will refer the grievance to the City Council for hearing and decision.

37. Peaceful Performance

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

38. Construction

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final appellate court decisions of competent jurisdiction on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

39. Full Understanding, Modification, Waiver

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 or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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.

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.

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.

40. Savings Clause

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of

competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

DocuSigned by:
Shelley Hasselbrink
AF57F110E7A148D
Shelley Hasselbrink, Mayor
City of Los Alamitos

DocuSigned by:
Shaun Krogman, President
91DA6AC7E4184B9...
Shaun Krogman, President
Los Alamitos Police Officers Association

Approved as to Form:

Attest:

DocuSigned by:
Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt, City Attorney

DocuSigned by:
Windmera Quintanar
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Windmera Quintanar, MMC, City Clerk

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Los Alamitos POA MOU 2021-2023

 MONTHLY SALARY RANGES

Effective January 30, 2022

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	6,985	7,332	7,697	8,086	8,488
Corporal	7,520	7,897	8,292	8,707	9,142
Sergeant	8,677	9,110	9,566	10,043	10,546

Effective the first full pay period commencing on or after July 1, 2022

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	7,160	7,516	7,890	8,289	8,700
Corporal	7,708	8,095	8,500	8,925	9,370
Sergeant	8,894	9,337	9,805	10,294	10,809

Effective the first full pay period commencing on or after July 1, 2023

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	7,339	7,703	8,088	8,497	8,916
Corporal	7,901	8,297	8,713	9,149	9,604
Sergeant	9,116	9,571	10,050	10,551	11,079