

RESOLUTION NO. 2022-55

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PALMA APPROVING A SIDE LETTER
AGREEMENT REGARDING LA PALMA POLICE
ASSOCIATION HOLIDAY PAY**

WHEREAS, the City and the LPPA have most recently entered into a Memorandum of Understanding ("MOU") that is in effect from July 1, 2022, to June 30, 2025, and

WHEREAS, the City and the LPPA have discussed amending certain provisions of the MOU to clarify the past practice pay calculation of calculating straight time as base pay plus incentive pay, and

WHEREAS, the City and the LPPA agree that this past practice calculation has been in effect for as long as anyone currently employed can remember.

NOW, THEREFORE, the LPPA and the City agree to amend the MOU as follows:

1. ARTICLE V, SECTION 1, I: For the purposes of Holiday Pay only, straight time is defined as base pay plus incentive pay(s).
2. All other terms and conditions of the MOU shall remain in full force and effect throughout the term of the MOU.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 13th day of December, 2022.



Debbie S. Baker
Mayor

ATTEST:



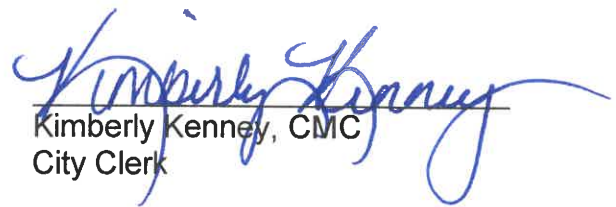
Kimberly Kenney
City Clerk, CMC

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of
said City at a regular meeting of said City Council held on the 13th day of December,
2022, and that it was so adopted by called vote as follows:

AYES: Baker, Conklin, Goodman, Patel, and Waldman

NOES: None



Kimberly Kenney, CMC
City Clerk

SIDE LETTER AGREEMENT

**CITY OF LA PALMA
AND
LA PALMA POLICE ASSOCIATION**

This Side Letter Agreement is entered between the City of La Palma (“City”) and the La Palma Police Association (“LPPA”) to memorialize a past practice pay calculation that was not precisely called out in prior Memorandums of Understanding.

WHEREAS, the City and the LPPA entered into a Memorandum of Understanding (“MOU”) that was effective July 1, 2018, through June 30, 2021, and

WHEREAS, the City and the LPPA entered into a one-year MOU extension for the period of July 1, 2021, through June 30, 2022, and

WHEREAS, the City and the LPPA have most recently entered into a Memorandum of Understanding (“MOU”) that is in effect from July 1, 2022, to June 30, 2025, and

WHEREAS, the City and the LPPA have discussed amending certain provisions of the MOU to clarify the past practice pay calculation of calculating straight time as base pay plus incentive pay, and

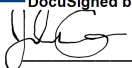
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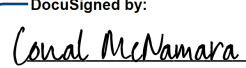
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2. All other terms and conditions of the MOU shall remain in full force and effect throughout the term of the MOU.

LA PALMA POLICE ASSOCIATION

CITY OF LA PALMA

DocuSigned by:


 John Garcia, President

DocuSigned by:


 Conal McNamara, City Manager

Dated November 15, 2022

Dated November 15, 2022

RESOLUTION NO. 2022-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA PALMA AND THE LA PALMA POLICE ASSOCIATION

WHEREAS, the City of La Palma and the La Palma Police Association have met and conferred in good faith; and


WHEREAS, the City of La Palma and the La Palma Police Association have reached agreement; and

WHEREAS, the attached Memorandum of Understanding embodies those terms and conditions upon which agreement was reached; and

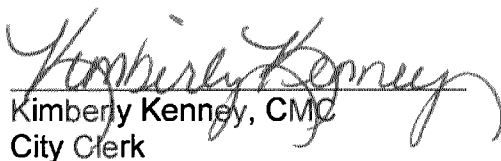
WHEREAS, the City Manager and the Negotiating Team of the La Palma Police Association have signed the Memorandum of Understanding for the period of July 1, 2022 to June 30, 2025.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby approves the Memorandum of Understanding between the City of La Palma and the La Palma Police Association, for the contract period of July 1, 2022 to June 30, 2025.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 1st of November 2022.


Michele Steggell
Mayor

ATTEST:



Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 1st of November 2022, and that it was so adopted by called vote as follows:

AYES: Baker, Goodman, Patel, Steggell, and Waldman

NOES: None


Kimberly Kenney, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2022 – June 30, 2025

City of La Palma

And

La Palma Police Association

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ARTICLE I

TERM OF AGREEMENT

This Memorandum of Understanding ("Memorandum") is made by and between the City of La Palma and the La Palma Police Association (LPPA) and shall be in effect from July 1, 2022 through June 30, 2025.

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City recognizes the La Palma Police Association as the majority representative of the regular full time employees in the bargaining unit, which include all classifications as follows:

Police Dispatcher

Police Officer

Police Officer Recruit

Police Records Clerk

Police Sergeant

Civilian Investigator (position will continue to be compensated and compared to Investigative Aides/Community Service Officers)

ARTICLE III

COMPENSATION

SECTION 1. The basic compensation plan for all full-time officers and employees of the City of La Palma who are now employed, or in the future will be employed, in any of the categories of employment represented by the unit is set forth in Article II. The plan will encompass employee obligations and privileges with recognition of faithful and efficient service.

SECTION 2. CATEGORIES OF EMPLOYMENT

A. Regular Full Time - Positions with regular characteristics requiring continuous employment of 160 hours or more work per month based upon the schedules in this MOU.

SECTION 3. COMPENSATION - REGULAR FULL TIME CATEGORY

A. Compensation shall be determined from salary schedules, consisting of wage ranges, each of which includes six steps, or rates of pay; each horizontal step being five percent greater than the previous step.

1. Police Officer Recruit position base salary to be set at 10% below Police Officer base salary.

B. Initial Employment.

1. The rate of compensation for initial employment in any class shall be at Step A, provided that the City Manager, in his/her sole discretion, may approve compensation at a higher step if they find that the person employed is reasonably entitled, by reason of experience or ability, to a rate in any one of the steps above the minimum or that it is difficult to obtain qualified applicants at the minimum rate.

C. Merit Advancement Within a Range.

1. The primary reason for advancement within a range shall be meritorious performance in an employee's assigned duties. Meritorious performance shall be measured by a performance evaluation rating of satisfactory or above.

2. Merit increases shall be based on meritorious service, and, if granted, shall be effective on the first day of the pay period in which the anniversary falls. The City Manager may suspend merit increases in times of economic uncertainty or hardship. Economic uncertainty or hardship shall be defined as a major revenue loss equaling 20% of the General Fund from a single or combined source including, but not limited to, new legislation, loss of a major sales tax provider(s), certain business industry fluctuations, and any other unforeseen event affecting any or several of the City's General Fund revenue sources. If the Utility Users Tax (UUT) rate is less than 5%, merit increases shall not be suspended until the City Council

reviews the rate and determines whether or not it should be raised.

3. An employee may be advanced within his or her respective compensation range in accordance with the following schedule:

Advancement to the next step at the completion of an employee's initial six months of meritorious service in the classification, if the employee is hired at Step A, as determined by the Department Head.

Advancement to the next step at the completion of an employee's initial twelve months of meritorious service in the classification, if the employee is hired at A, as determined by the Department Head.

Advancement to the next step annually thereafter at the completion of one year of meritorious service in the prior step, or if the employee is hired at Step B or above, as determined by the Department Head.

4. Meritorious service shall be defined as having received an Overall Performance Rating of Satisfactory or above in the employee's annual performance review, as determined by the Department Head.

5. All proposed advancements shall be recommended by the Police Chief and approved by the City Manager before becoming effective.

6. When an employee demonstrates exceptional ability and proficiency, such employee may be advanced to the next higher step within the employee's salary range with the approval of the City Manager, in her/his sole discretion, following recommendation by the Department Head, without regard to the minimum length of service provisions contained in this section. Advancements under this section shall change the employee's merit increase eligibility date to the anniversary of the last step increase.

D. Promotion or Advancement in Rate of Compensation. When an employee is promoted from the employment in one class to the employment in a class assigned a higher range, advancement shall be to the lowest step in such higher range, which will provide not less than five percent (5%) increase in compensation unless the top step in such range provides less than a five percent (5%) increase. Additional compensation being received because of special assignment shall not be considered in determining to which step an employee is advanced.

E. Reassignment of Compensation Ranges. Any employee in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the salary step in the new range closest to the salary amount they had previously and shall have credit for the length of service in such step that was served in such lower range applied to determine the time eligible to move to the next higher step in the new range, provided, however that the City Manager may at the time of reassignment, at his/her discretion, place

the employee in such step and make such changes in anniversary dates as may be deemed appropriate.

F. Reduction in Compensation. The compensation of any employee may be reduced for good cause, by one or more steps, upon the recommendation of the Department Head and approval of the City Manager.

G. Reduction in Compensation for Disability. When a regular employee in good standing is reduced to a position in a lower class for physical disability reasons, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.

H. Demotion. When an employee is demoted to a position in a lower range, on the approval of the City Manager, his or her compensation shall be at a rate reduction of at least one step.

I. Y-Rate. If an employee is demoted and the compensation reduction as described in H above exceeds the top step in the employee's new classification, the employee may be Y-rated at the discretion of the City Manager. The employee shall receive no equity, cost of living, or any other increases in salary until their current salary is equal to or lesser than the top step in their new classification.

J. Revision in Classification and Compensation Plan. The City reserves the right, in its sole discretion, to establish new classes of employment or to combine or abolish existing classes.

SECTION 4. OVERTIME

A. Overtime pay will be paid at no less than time and one-half the FLSA regular rate of pay. Overtime shall be defined as actual hours worked beyond 85 hours in a 14-day work period for sworn employees. Overtime shall be defined as actual hours worked which exceed 40 hours in any work week (7 day work period) for non-sworn employees. "Actual Hours" includes actual time worked and excludes compensatory, holiday, vacation, and sick leave. A "5/40 schedule" is defined as an eight (8) hour per day, five (5) day workweek. A "9/80 schedule" is defined as eight (8) nine (9) hour workdays and one (1) eight (8) hour workday over two weeks with the start of the work period at the mid-point of the eight-hour shift. A "4/10" schedule consist of four shifts in each 7 day work period made up of 10 hours. Non-sworn employees working 12.3 hour shifts work a schedule with 43.05 hours in a 7 day work period beginning at the mid-point of the last day of their shift. Employees who are called to work for an additional shift without a minimum of 12 hours' notice will be paid at overtime (time and one-half) rates. Such hours will be calculated separately from "actual hours worked beyond 85 hours" for sworn employees as they will already be compensated at overtime (time and one-half) rates.

B. The Police Chief may prescribe minimum and reasonable periods of overtime work to meet operational needs of the department. Except as otherwise provided herein, overtime

shall be paid at one and one-half times the hourly rate of the employee's salary, provided, however, that compensatory time off, provided at the rate of one and one-half times hours, may be granted at the discretion of the Police Chief in lieu of overtime compensation. Employees are able to cash out accumulated compensatory time upon separation of employment. An employee may accumulate a maximum of eighty (80) hours of compensatory time. An employee who has accumulated the maximum will be paid in cash for overtime until such time as they are below the maximum accumulation. Overtime will be paid out in the pay period it was earned.

C. Standby Duty. Employees assigned to Standby Duty are required by the Police Chief or his/her designee to remain in a “standby” status. Standby duty in the Police Department shall be compensated at the rate of two hours of compensation for each twelve hours of such duty. Employees in standby status are not assigned work and such hours are not considered as hours worked. Employees in standby status are responsible to keep themselves ready to respond for work should the need arise. If called back to work, employees shall receive Call Back compensation as defined in this Section in addition to the Standby Duty compensation.

D. Court Standby Duty. Employees required by the District Attorney’s Office or other appropriate authority to remain in a “standby” or “on call” status outside their regularly assigned shift of work, shall be compensated at the rate of one and one half times the employee’s hourly rate for a minimum of two hours if placed in such status during the a.m. and for a minimum of two hours if placed in such status during the p.m. Any time in excess of the stated minimums, which is spent in the described status, shall be compensated for at the rate of one and one-half times the employee’s then existing hourly rate. Any time already compensated at the Overtime premium rate (time and one-half) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (B) above.

E. Call Back and Emergency Overtime Duty. Employees shall receive a minimum of two hours overtime compensation at time and a half for hours worked for any call, which requires them to return to duty. Any time already compensated at the Overtime premium rate (time an one-half) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A) above.

SECTION 5. SPECIAL COMPENSATION

A. Court Subpoena. An employee who is served with a subpoena to appear as a witness during regular work hours in a deposition or proceeding in a court action to which they are not a party shall receive their normal compensation for the time actually spent while personally testifying or traveling to place of testimony, less any amount the employee receives or is entitled to as witness fees or mileage reimbursement. The employee shall be responsible for demanding payment for all fees or reimbursements to which they are entitled.

B. Jury Duty. Any employees summoned for jury duty in a court action shall receive their normal compensation for the actual time served as required as an actual or prospective juror. Employees shall not receive compensation for actual time served as an actual or

prospective juror for regular days off (e.g. alternate Fridays or regularly scheduled days off). Employees will be allowed to keep the stipend provided by the County.

C. Acting Pay. All employees, who by written assignment by their Department Head, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of thirty (30) uninterrupted calendar days or more, said increased compensation to be five percent (5%) over his/her current regular compensation. Such compensation shall be retroactive to the first day of the assignment.

D. Court Appearances. Police Department: For required court appearances when off-duty, employees in the classification of Police Dispatcher, Police Officer Recruit, Police Officer, and Police Sergeant shall be paid for time spent in court, plus travel time, at their overtime hourly rate with a minimum of two hours of such compensation. If a City vehicle is not available, mileage will be paid for personally provided transportation. Employees who are required to appear in court during regular on-duty hours, in connection with City business, shall receive regular compensation for the number of such on-duty hours spent in court, plus travel time. If a City vehicle is not available, mileage will be paid at the standard mileage rate as established by the IRS from time to time..

E. Incentive Pay.

1. P.O.S.T. Certificates. Police Officers and Sergeants holding P.O.S.T. certificates shall be reimbursed at the rate of two and one-half per cent above base for Intermediate Certificate and five per cent above base for Advanced Certificate. This shall not be used for merit or disciplinary purposes.
2. Advanced Degrees. Police Officers, Sergeants, and Dispatchers having college degrees shall be paid at the rate of two and one-half per cent above base for an Associate in Arts degree and five percent above base for a Bachelor of Arts Degree. Said educational benefits are not in addition to pre-existing and continuing incentive payments which attach to the holding of Intermediate or Advanced P.O.S.T. Certificates. Eligibility for those pay increments attaching to either an Associate of Arts or Bachelor of Arts Degree is predicated upon both degrees containing job-related courses.
3. Police Officers and Police Sergeants who meet the requirements of the Professional Development Program, as described in Chapter 10, Section 1005 of the La Palma Police Department Policy Manual, shall receive the following incentives:

Master Police Officer	\$ 50.00 per month
Master Police Officer II	\$ 75.00 per month
Professional Officer	\$100.00 per month
Corporal	\$125.00 per month

Sergeant II	\$ 50.00 per month
Sergeant III	\$ 75.00 per month
Sergeant IV	\$100.00 per month

4. Full-time sworn employees hired on or after January 1, 2013, and qualify under the PEPRA Safety retirement tier per Article XI, Section 1, shall be paid at the rate of one and one-quarter per cent (1.25%) above base salary.

F. Uniform Allowance. Full-time employees in the classifications of Police Dispatcher, Police Records Clerk, Police Officer, Police Officer Recruit, and Police Sergeant shall receive a uniform allowance of \$34.75 per two week pay period for the maintenance of uniforms and equipment.

1. For newly hired employees in the classification of Police Dispatcher, Police Records Clerk, Police Officer, and Police Officer Recruit, the City will pay for up to \$500 of initial uniform costs.

G. Mileage Reimbursement. Approved use of private automobiles on City business will be reimbursed at the standard mileage rate as established by the IRS from time to time. When an employee is travelling from home to a meeting or event, the mileage will be reimbursed either from the employee's home address or City Hall, whichever is less.

H. Equipment Reimbursement. Provision to each sworn, affected employee of an amount equal to the actual cost of the repair, or when necessary, replacement, of authorized law enforcement uniforms or equipment that are owned by the employee and that are damaged in the course and scope of their employment: Authorized items may change from time to time and shall be determined by the Chief of Police. Replacement shall be at the discretion of the Police Chief and on approval of the City Manager.

I. Assignment as Detective. Assignment to the detective bureau shall be based upon the needs of the Department with consideration given to merit and length of service with the Department. Each affected employee assigned as a Detective will receive special compensation of 5% above base salary. Assignment as a Detective is the result of an administrative assignment and the removal of an Affected Employee from a Detective assignment, in and of itself, shall not be evidence of the removal being the result of disciplinary action. However, nothing contained herein shall constitute a waiver of any Affected Employee's right to pursue a claim that a reassignment or transfer is disciplinary in nature.

J. Assignment as School Resource Officer. Assignment as a School Resource Officer shall be based upon the needs of the Department and available funding. Each affected employee assigned as a School Resource Officer will receive special compensation of 5% above base salary.

K. Briefing Compensation. Each affected employee occupying the classifications of Police Officer, Police Sergeant, and Police Dispatcher, scheduled to perform patrol or

dispatcher services, shall be compensated at the rate of eighteen (18) minutes (0.3 hours) for each shift worked and will be included in “actual hours” worked. Such compensation relates to such classified individual being required by the City to be present at an eighteen minute "briefing period" immediately prior to commencement of their regularly scheduled shift. .

Employees who are assigned to the Detective Bureau are not required by the City to attend pre-shift briefing and accordingly, shall not be compensated in excess of their scheduled shifts (4/10, 9/80, etc.). Employees of the Detective Bureau who work an additional shift in a patrol or dispatcher capacity and attend the eighteen minute "briefing period" will be compensated at a rate of eighteen (18) minutes (0.3 hours) for each shift worked in that capacity.

It is also noted, that employees who work 13 shifts of 12.3 hours during any 28 day cycle (two pay periods) will have worked 159.9 hours of the required 160 hours. As may be needed from time to time, the City will administratively add the additional 0.1 hours to an employees pay sheet as may be necessary to reach the required 80 hours in one pay period.

L. Bilingual Pay. Employees passing the City’s bilingual testing process shall receive an additional \$150 per month for speaking the language of Cambodian, Korean, Mandarin Chinese, Spanish, Vietnamese, or other language(s) deemed required or necessary by the City Manager. Biennial recertification by the Human Resources Division is required.

M. Field Training Officer Pay. Employees performing the duties of Police Officer Field Training Officer on a full-time basis shall receive \$1.15 per hour in addition to their base salary for each hour they are serving as a training officer. Employees performing the duties of Communications Training Officer on a full-time basis shall receive \$.87 per hour for each hour they are serving as a training officer.

N. Police Corporal-in-Charge Pay. There may be a maximum of four Police Corporal assignments, each assigned to one of the four Patrol shifts. In the absence of a Patrol Sergeant and as needed, Corporals will act in the capacity of shift supervisor. Corporals will be compensated \$100 per shift only when acting as Patrol Supervisor. Corporals may be assigned to non-Patrol assignments at the discretion of the Police Chief.

SECTION 6. PAY PERIODS. All employees shall be paid bi-weekly. Requests for changes to tax withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests). Additional change requests may be granted upon the approval of the City Manager.

SECTION 7. SALARY SCHEDULES.

A. Attachment A shall become effective the pay period that includes July 1, 2022, and consists of a base salary increase of 5.0% for sworn and non-sworn represented classifications.

B. Attachment B shall become effective the pay period that includes July 1, 2023, and consists of a base salary increase of 4.0% for sworn and non-sworn represented

classifications

- C. Attachment C shall become effective the pay period that includes July 1, 2024, and consists of a base salary increase of 5.0% for sworn and non-sworn represented classifications

SECTION 8. SCHEDULE OF WORK.

Non-sworn employees are assigned to a seven day work period. All non-sworn employees, with the exception of Police Dispatchers, shall work either a “9/80” schedule or “4/10” schedule. A “9/80” schedule is defined as eight (8) nine (9) hour workdays and one (1) eight (8) hour workday over two weeks with the start of the work period at the mid-point of the eight-hour shift and total 80 hours. A “4/10” schedule consist of four shifts in each 7 day work period made up of 10 hours each and total 80 hours. By setting these schedules, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies. The normal schedule for sworn employees working in Patrol is 79.95 hours in a 14-day work period. Non-sworn employees working 12.3 hour shifts (Dispatch) work a schedule with 43.05 hours in a 7 day work period beginning at the mid-point of the last day of their shift.

SECTION 9. DIRECT DEPOSIT.

All employees are required to sign up for direct deposit.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

SECTION 1. EQUAL OPPORTUNITY. The City of La Palma is an equal opportunity employer and prohibits discrimination in employment because of an individual's Protected Class. Protected Class includes race, age, religion, color, national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, citizenship status, disability, medical condition, genetic characteristics or information, marital status, and military or veteran status.

SECTION 2. RESIDENCY. Residency in the City of La Palma is not required as a condition of employment.

SECTION 3. PHYSICAL EXAMINATION.

A. The City reserves the right to designate a doctor, or doctors, for all required examinations, and the costs of any required examinations will be borne by the City.

B. Each sworn employee who is 35 or more is entitled to receive an annual physical examination at a place designated by the City and City expense.

SECTION 4. PROBATION PERIOD. A regular full time employee shall be on probation for a period of 18 months from the date of commencement of employment. The probation period for any employee may be extended for an additional period of six months by the Department Head with the approval of the City Manager, but such employee may be granted a salary increase, in the discretion of the City Manager, despite such extension of the probationary period. Probationary employees may be terminated from employment with or without cause by the Department Head with the approval of the City Manager in accordance with State and Federal Laws.

SECTION 5. OTHER EMPLOYMENT. No employee shall engage in any other employment, which is inconsistent or incompatible with City employment. Other employment must be approved in advance by the Department Head. Wearing of City uniforms or City-supplied clothing while engaging in non-City employment is prohibited.

SECTION 6. CITY VEHICLES. Employees are not authorized to take home a City vehicle without the prior, written consent of the Police Chief or designee. Such privilege is intended for temporary exceptional situations and the timeframe for the approval shall be specified in writing by the Police Chief or designee.

ARTICLE V

HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. Designated holidays shall be New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, and Christmas. When a designated holiday falls on a regularly scheduled Friday off, the day of absence shall be the preceding Thursday except in the specific cases listed in Section 1(H). When a designated holiday falls on Saturday, the day of absence shall be the preceding Friday. When a designated holiday falls on Sunday, the day of absence shall be the following Monday. Records Clerk and Civilian Investigator classifications also receive Martin Luther King, Jr. Day.

A. For the designated Holidays, employees are eligible for nine (9) hours of paid time off for each full day. Unless operational needs, as determined by the Police Chief, require that the time off be taken at some other date, the time off will be taken on the scheduled Holiday. If the Holiday hours paid on a Holiday or substituted day off are less than the employee's regularly scheduled hours, the employee shall use accrued Compensatory Time Off or Vacation Leave to ensure that hours paid will be the same as would regularly be paid for the day. An employee may also work the difference in hours in lieu of utilizing Compensatory or Vacation Pay.

B. Employees who work on a designated holiday (as defined in Article V, Section 1, Designated Holidays), are entitled to earn compensatory time off or receive pay at the straight time rate, in addition to their regular pay. Employees who do not work on a holiday are entitled to earn compensatory time or pay at the straight time rate, which shall be accrued/paid in the same pay period as the holiday.

C. All full-time employees shall be granted thirty two (32) hours of absence, termed "floating holiday", in addition to designated holidays. Time off for "floating holidays" may be selected by the employee with the prior concurrence of the Department Head. "Floating Holiday" time shall be taken between July 1 and June 30 of the fiscal year. For new employees, floating holiday hours shall be prorated over the fiscal year based on the employee's employment date.

1. If "floating holiday" time is not utilized by the end of the fiscal year, it shall be converted to cash and disbursed to the employee at the FLSA regular rate at the time of such disbursement.

D. If any designated holiday is within an employee's scheduled vacation period, that particular day of absence will be charged to "holiday" rather than "vacation."

E. Holiday pay for Full-Time Employees. Full-time employees covered by this agreement, shall be paid holiday pay on the basis of an nine (9) hour day. If the employee would have worked in excess of nine (9) hours, the employee will be required to utilize Compensatory or Vacation Pay to supplement the difference.

F. An employee absent from work on a job-incurred illness or injury-related leave of absence which provides for full compensation without loss of accumulated sick leave, shall not be entitled to receive any additional pay or other holiday benefits under this article during any period in which a holiday falls.

G. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

H. For employees working in divisions other than Patrol or Dispatch, when Christmas falls on a Friday, eight hours of floating holiday will be given in lieu of the Christmas Eve holiday as the Christmas holiday leave will be taken on Christmas Eve. When Christmas Eve falls on a Saturday, eight hours of floating holiday will be given in lieu of the Christmas Eve holiday.

ARTICLE VI

VACATIONS

SECTION 1. VACATIONS. In accordance with the following rules, and subject to the limitations, deductions and loss thereof as provided in the Article, each employee shall be allowed and credited with the right to take vacation absences with pay, hereinafter referred to as vacation, in addition to allowed holidays and sick leave absences. Vacation selection shall be based upon seniority according to rank in assignment.

A. Schedule for Tier One Full-time Employees (Hired prior to July 1, 2011).

1. Vacation credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours) for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid.

2. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full time employment, beginning with the 13th month to the completion of 120 months of continuous employment.

3. Vacation. Credit shall be computed on the basis of 6.16 hours per pay period (160.16 hours per year) for each year of continuous full time employment, beginning with the 121st month to the completion of 180 months of continuous employment.

4. Vacation. Credit shall be computed on the basis of 7.08 hours per pay period (184.08 hours per year) for each year of continuous full time employment, beginning with the 181st month to the completion of 240 months of continuous employment.

5. Vacation. Credit shall be computed on the basis of 7.70 hours per pay period (200.2 hours per year) for each year of continuous full time employment, beginning with the 241st month of continuous employment.

B. Schedule for Tier Two Employees (Hired as new City of La Palma Employees on or after July 1, 2011).

1. Vacation credit shall be computed on the basis of 3.08 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid.

2. Vacation. Credit shall be computed on the basis 3.08 hours per pay period (80.08 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 60 months of continuous employment.

3. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 61st month to the completion of 120 months of continuous employment.

4. Vacation. Credit shall be computed on the basis 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 180 months of continuous employment.

5. Vacation. Credit shall be computed on the basis 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 181st month to the completion of 240 months of continuous employment.

6. Vacation. Credit shall be computed on the basis of 7.39 hours per pay period (192.14 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

C. Taking. All or any part of accrued vacation hours credited may be taken only as herein provided. Accrued vacation hours taken shall be counted as full-time employment. In the event an employee utilizes vacation accrual during the work period, and is scheduled or called in for an extra shift during the same work period that does not qualify for overtime (time and one-half), the employee has the option to 1) be paid for both the vacation hours utilized and the hours of the additional shift OR 2) substitute the hours of the additional shift on an hour for hour basis for the vacation hours utilized and have such vacation hours restored to his or her such accrued vacation bank.

D. First Vacation. An employee's first vacation may not be taken before the accumulated vacation hours credited to the employee are equal to or greater than the vacation credit for six months of work, unless approved by the City Manager, in his/her sole discretion.

E. Department Head Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the employee's Department Head, or, in the event of the Department Head's refusal or failure to do so, by the City Manager. The taking of an employee's vacation shall be scheduled for such time as will achieve the most efficient functioning of the department and so as to avoid any loss of allowable vacation absences by reason of the limitation on the accrual; provided however, that the Department Head will endeavor, subject to the foregoing limitations, to schedule an employee's vacation at or near the date(s) requested by the employee.

1. Except as otherwise provided herein, vacation may not be used in lieu of sick leave and generally must be scheduled in advance of the absence; however, if the Department Head determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no compensatory time or other appropriate leave available, the Department Head has the discretion to allow

vacation hours to be used when an employee calls in an absence on the actual day of the absence.

F. Maximum Accumulation. Allowed vacation credits shall be cumulative. Vacations taken shall be deducted from the first vacation credits accumulated. The maximum accumulation of vacation credits that may be held is 320 hours. Whenever the maximum vacation accumulation is reached, and so long as it continues, the first monthly vacation credit included in such accumulation shall become null and void, and be deemed forfeited by the employee, each time a new monthly vacation credit is added to the accumulation of vacation credits, except as provided below.

G. Vacation Cash-out Option. Each full-time employee shall have the option of “cashing out” up to one hundred (100) hours of vacation within a fiscal year. This option may be exercised up to two times in each fiscal year, up to a cumulative maximum of one hundred (100) hours. However, a minimum of twenty-four (24) hours of vacation must have been taken in the twelve months prior to cashing out any vacation hours, and the employee must retain a bank of at least 40 hours of vacation following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave. This option can be exercised any time during the year.

H. Termination of Employment. Except as otherwise herein provided, an employee whose employment is terminated by death, resignation, layoff, or otherwise, shall then be paid for the balance of the accumulated vacation credits, at the employee’s salary rate in effect at such termination.

ARTICLE VII

SICK LEAVE

SECTION 1. ACCRUAL OF SICK LEAVE. Sick Leave with pay shall be allowed and computed on the basis of 3.70 hours per pay period in accordance with the following rules to each full-time employee.

- A. The maximum accrual of unused sick leave for an employee shall be 760 hours. If an employee's sick leave balance reaches 760 hours, they will not accrue additional hours until their unused sick leave balance falls below 760 hours.

SECTION 2. SICK LEAVE CHARGE RATE. Sick leave shall be charged at the rate of one (1) hour for each hour an employee is absent with pay on sick leave. Increments shall be no less than fifteen (15) minutes.

SECTION 3. SICK LEAVE USAGE. An employee eligible for sick leave pay shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity.
- B. Forced quarantine of the employee in accordance with community health regulations.
- C. Serious illness of a member of the employee's immediate family, which requires the presence of the employee for a period of not to exceed five working days. Immediate family shall be defined as child, spouse, domestic partner, parent of an employee, anyone for whom the employee has legal guardianship, or anyone for whom the employee has been designated as the primary caregiver.
- D. Medical or dental appointments.
- E. Pursuant to the requirements of Labor Code Section 233, at the employee's option, vacation may be substituted for sick leave when one of the above conditions exists and when the employee has used all accumulated sick leave.
- F. In the event an employee utilizes sick accrual during the work period, and is scheduled or called in for an extra shift during the same work period that does not qualify for overtime (time and one-half), the employee has the option to 1) be paid for both the sick hours utilized and the hours of the additional shift OR 2) substitute the hours of the additional shift on an hour for hour basis for the sick hours utilized and have such sick hours restored to his or her such accrued vacation bank.

SECTION 4. PERSONAL NECESSITY LEAVE. Each employee shall be afforded the opportunity to use up to two working days (based on shift assignment--e.g. 8-hour, 9-hour, 10-hour or 12.3-hour day) of sick leave benefits per fiscal year (on a non-cumulative basis) for personal necessity leave, for personal unplanned events, which may need immediate attention.

Personal necessities shall include, but not be limited to, family emergencies, catastrophic illness of a family member not residing in the employee's household, or imminent danger to the employee's home or other valuable property.

SECTION 5. SICK LEAVE CASH-OUT OPTION. An employee shall have the option of "cashing out" up to 50 hours of sick leave, once per fiscal year. However, a minimum balance of eighty (80) hours shall be maintained in their accrued sick leave account. This option can be exercised at any time during the term of the Agreement. Employees who have in excess of 700 hours on June 1 of each year, may cash out an additional 12 hours of sick leave. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

SECTION 6. JOB INCURRED ILLNESS OR INJURY.

A. A non-sworn employee, absent as a result of a job-incurred illness or a job-incurred injury, shall receive, as temporary disability compensation, the full amount of regular straight time salary or wages which would have been earned from the commencement of said disability and until a doctor's notice is received that the employee is released to return to regular work, or is classified as permanent and stationary. This compensation shall not exceed a sixty (60) day period, and shall be paid only one time for a particular illness or injury. If the disability for which the benefits were payable continues or recurs due to the same or related causes after returning to work, it will be considered a resumption of the prior disability and no further compensation shall be made, except that which is provided by State Worker's Compensation Laws and applicable long term disability insurance.

The above notwithstanding, in the event of temporary disability, extending beyond the first sixty (60) day period, the employee shall have the option, in addition to compensation under the Worker's Compensation Laws, to use paid sick leave, up to the number of hours accumulated, and once sick leave is exhausted, may also then elect to draw on any accumulated vacation hours to receive up to the amount of the employee's bi-weekly pay.

B. Benefits related to job-incurred illness or injury for sworn members of the Police Department shall be as prescribed by state law.

C. Non-sworn or Sworn employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. an employee would be paid if injured at the end of a shift until released from emergency care or admitted to a hospital and for regularly scheduled hours thereafter but not for hospital stays or for medical appointments on a weekend or regularly scheduled day off).

SECTION 7. APPROVAL OF SICK LEAVE. Sick leave absence with pay may be taken, provided that the employee has a sufficient balance of accrued sick leave to cover the requested absence.

A. No payment for sick leave shall be made without the approval of the Department Head.

B. If an employee's sick leave absence extends beyond three consecutive working days for reasons of personal illness or injury, a written statement may be required, certifying that the employee is incapacitated from the performance of their employment duties during the entire term of such absence. The written statement shall be signed by a licensed physician or dentist qualified to render a medical opinion on the illness or injury in question. If an employee's sick leave absence extends beyond five consecutive days for reasons of personal illness or injury, such written statement from a physician or dentist shall be required. Whenever a physician or dentist written statement is required by the City, the City shall reimburse the employee for any applicable office visit copays incurred.

C. Where an employee's absence due to personal illness or injury extends for more than five consecutive working days, the Department Head, with the approval of the City Manager, may require the employee to submit to one or more examinations, at City expense and by physicians or dentists selected by the City in its sole discretion for the purpose of determining the nature and extent of the employee's disability. The failure or refusal of an employee to submit to any such examination within five days after being requested to do so in and of itself, constitutes sufficient and proper grounds for termination of the employee.

D. Upon the employee's return to work, following an absence for more than five working days due to illness or injury, an employee shall submit to their Department Head a written statement signed by a qualified physician or dentist certifying that they are physically able to resume work.

E. An employee who has used all sick leave earned and credited, may not have unearned sick leave credit advanced except by order of the City Council.

SECTION 8. COMPENSATION FOR UNUSED SICK LEAVE. The unit value of an employee's unused sick leave shall be eight-hours for each full month of employment. No compensation for unused sick leave accumulation will be paid if termination, for any reason, occurs prior to 60 months of continuous full time employment.

A. The first full day of sick leave absence in any month shall not be added to or subtracted from the accumulation. Any number of hours of sick leave absence, within an eight-hour day, will be charged against the credit for that day or month. Any number of full days or hours of any one day, more than the first eight hours of paid sick leave absence in any month, shall be charged against the accumulated credit.

B. Except as provided below, a full-time employee hired before July 1, 2011, upon a regular, California Public Employees' Retirement System (CalPERS) retirement following the completion of 60 or more months of continuous employment with the City of La Palma, shall receive 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of 500 hours at the salary or wage rate in effect at such retirement. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, at retirement, 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at such retirement. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 700 hours at the time of retirement.

C. A full-time employee hired on or after July 1, 2011, upon a regular CalPERS retirement following the completion of 60 or more months of continuous employment with the City of La Palma, shall receive 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of 320 hours at the salary or wage rate in effect at such retirement. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

D. Except as provided below, if a full-time employee hired before July 1, 2011, is terminated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for 35 percent (35%) of the maximum 760 unused sick leave accumulated hours, computed to the nearest whole dollar, of the unused sick leave accumulated hours will be paid. Compensation shall be based on the hourly rate of pay at the time of termination.

E. If a full-time employee hired on or after July 1, 2011, is terminated for any reason, other than provided in Section 8 (C), after 60 months of continuous employment, compensation for 35 percent (35%) of the maximum 760 unused sick leave accumulated hours, computed to the nearest whole dollar, of the unused sick leave accumulated hours will be paid. Compensation shall be based on the hourly rate of pay at the time of termination.

F. The individual employees that have in excess of 500 hours of accrued sick leave as of July 1, 2011, as referred to in Subsections B(1) and D(1) in this Section, shall be identified in a Side Letter, that identifies the exact accrued sick leave balance for each affected employee as of July 1, 2011. The Side Letter shall be placed in each affected employee's Personnel File.

ARTICLE VIII

OTHER LEAVE PROVISIONS

SECTION I. PREGANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITION

A. A female employee disabled by pregnancy, childbirth, or a related medical condition may take a leave for a reasonable period of time not to exceed four months and thereafter return to work. The employee shall be entitled to utilize any accrued vacation, compensatory time, and/or sick leave during this period of time. "Reasonable period of time" means that period during which the female employee is disabled on account of pregnancy, childbirth, or a related medical condition.

An employee who plans to take a leave pursuant to this section must give the City reasonable notice of the date the leave shall commence and the estimated duration of the leave.

The City will maintain group medical coverage for employees taking pregnancy disability leave, for the entirety of the four-month leave, at the same level and under the same conditions that coverage would have been provided if the employee had not taken the leave.

An employee, with the advice of her physician, may request a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy where that transfer can be reasonably accommodated. The City is not required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Under FMLA, any period of incapacity or treatment due to pregnancy, including prenatal care, is a "serious health condition," and therefore leave taken for that purpose will be counted as part of the 12-week total entitlement under FMLA.

The right to take leave under California Family Rights Act (CFRA) is separate and distinct from the right to take pregnancy disability leave under Government Code Section 12945(a). An employee's own disability due to pregnancy, childbirth, or related medical conditions is not included as a "serious health condition" under CFRA. Thus, at the end of an employee's four-month pregnancy disability leave under Government Code Section 12945(a), the employee may take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition or that the employee continue to be disabled by her pregnancy, childbirth, or related medical condition in order to take CFRA leave for the birth of the child. CFRA also provides that the City may (but is not required to) allow an employee to use CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Doing so would not require

the City to provide more than the amount of CFRA leave to which the employee was otherwise entitled.

Under CFRA, the maximum possible combined leave entitlement for both pregnancy disability leave and CFRA leave for the birth of the child is four months and twelve workweeks. That assumes that the employee is disabled by pregnancy, childbirth, or a related medical condition for four months and then requests and is eligible for a full 12 week CFRA leave for the reason of the birth of her child.

For purposes of determining whether an employee who has taken a pregnancy disability leave (which is also a FMLA leave) and who then wants to take a CFRA leave for the birth of her child has met the CFRA employee eligibility requirements, the 12-month period during which the employee must have worked 1,250 hours is the period immediately preceding the employee's first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child.

SECTION 2. BEREAVEMENT LEAVE. A full-time employee shall be granted paid Bereavement Leave of no more than 36 hours in any one instance in the event of the death of a member of the employee's immediate family, consisting of spouse, domestic partner, parents, children, step-children, grandchildren, grandparents, brother or sister, step-brother or step-sister of the employee as well as the parents or grandparents of the employee's spouse or domestic partner. In the event the employee must travel out of state in connection with the bereavement, the leave shall be extended to five days.

SECTION 3. MILITARY LEAVE. An Employee shall be entitled to a leave with pay for required active duty in the Armed Forces Reserve, after full time continuous employment by the City for at least 12 months, for a period not to exceed 30 calendar days. A further leave without pay shall be granted if a required encampment extends longer than 30 calendar days. At the conclusion of the Military Duty the employee shall be permitted to resume his or her former position in the City employment. If the military leave is taken prior to 12 months of continuous full-time employment, the leave shall be without pay.

SECTION 4. PERSONAL LEAVE. Leaves of absence without pay, each not to exceed one calendar month, may be granted by a Department Head in his/her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in her/his sole discretion. Requests for all leaves of absence without pay shall first be made to the Department Head.

SECTION 5. ABSENCE WITHOUT LEAVE. Any absence from work without leave or without a post-absence acceptable excuse, or pursuant to a right established by this MOU, shall, in and of itself, be sufficient grounds for termination of employment.

SECTION 6. BENEFIT PROVISIONS FOR LEAVES WITHOUT PAY. Any employee on an approved leave without pay for any reason, in excess of 30 days, shall not be entitled to paid City benefits during the time of the absence unless such payment is required by law. The employee shall have the option of continuing one or more benefits at his or her sole expense at the actual rate charged.

SECTION 7. CATASTROPHIC LEAVE. Any employee who has a serious health condition and has exhausted their available paid leaves may be eligible to receive donated leave from other employees under the City's Catastrophic Leave Program. Any employee may donate sick leave or vacation leave to an eligible employee under the Catastrophic Leave program assuming he/she meets the qualifications to donate as defined in the program.

SECTION 8. FAMILY MEDICAL LEAVE ACT (FMLA). During the term of this agreement the LPPA and the City agree to meet and confer regarding an updated FMLA policy.

ARTICLE IX

TRAINING

SECTION 1. REQUIRED TRAINING. An employee who is required by their Department Head to attend a specified off duty training course, shall upon submission of receipts, receive reimbursement for the following: transportation cost where appropriate, cost of books, course registration and related expenses directly necessary for the successful completion of the course. Additionally, time engaged in mandated training shall be paid time.

SECTION 2. DESIRABLE TRAINING. Desirable training is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City. In accordance with the City's Tuition Reimbursement Program, prior to enrolling in a class for desirable training, a full-time employee desiring reimbursement for their expenses shall obtain approval as to course content and its relationship to the employee's employment with the City. In the event the request is approved, which approval shall be in the City's sole discretion, and upon completion of the course, with a grade of "C" or better, or equivalent grade point, the employee shall submit to his or her Department Head a copy of the official transcript and a receipt for the tuition fee. On approval by the Administrative Services Director, the employee shall then be reimbursed for the cost of tuition, plus up to \$200 for the cost of books required for the completion of the course(s) which may then become the property of the City in accordance with the tuition reimbursement policy adopted by the City. Employees may submit costs for courses and books for reimbursement for up to a maximum annual reimbursement of \$2,500. If the employee terminates their employment with the City of La Palma either voluntarily or involuntarily within one year following the date of course completion, all funds reimbursed for such course work shall be repaid to the City by the employee.

SECTION 3. TRAINING CONFERENCES AND SEMINARS. With the approval of the Department Head and the City Manager in their sole discretion, employees may participate in various conferences and seminars. They will be reimbursed on a cost basis after presenting receipts for allowable expenses.

SECTION 4. TRAVEL EXPENSES.

A. Mileage Reimbursement. Approved use of private automobiles on City business will be reimbursed at the standard mileage rate as established by the IRS from time to time. When an employee is travelling from home to a meeting or event, the mileage will be reimbursed either from the employee's home address or City Hall, whichever is less.

B. Other Costs. Reimbursement of actual and necessary expenses while on City business, shall be in accordance with the guidelines established in the City's Administrative Policy Manual. Reimbursement requests must be turned in within 30 days of the end of the fiscal year for reimbursement.

ARTICLE X

GROUP INSURANCE

SECTION 1. MEDICAL PREMIUMS.

A. All employees must enroll in one of the PERS health program plans, unless they submit to the City both: (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions as described below for any other eligible plans.

B. Medical Plan Premiums.

1. Tier One Safety Employees and Dispatchers (Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011). The City will contribute the following amounts toward the cost of the premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee, and his or her eligible dependents, and for each annuitant in PERS and his or her eligible dependents:

Effective January 1, 2009 \$416.49

2. Tier Two Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired on or after July 1, 2011) and Miscellaneous Employees. For Tier Two Safety Employees and Police Dispatchers and Non-Sworn Employees covered by this MOU, the City shall pay the medical plan premium up to the maximum caps required by the PEMHCA:

January 1, 2022: \$149
January 1, 2023: \$151
January 1, 2024: \$155 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the amounts required by Government Code Section 22892.

C. Fringe Benefit Cafeteria Plans.

1. Tier One Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011). For Tier One Police employees covered by this MOU, the City will make a monthly fringe benefit contribution to each eligible member of the unit to be used toward the health benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The fringe benefit contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

Effective July 1, 2022			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$405.00	\$416.49	\$821.49
Employee + one	\$595.00	\$416.49	\$1,011.49
Employee + two or more	\$754.00	\$416.49	\$1,170.49

2. Tier Two Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired on or after July 1, 2011) and Non-Sworn Employees. The City shall make a monthly fringe benefit contribution to each eligible Tier Two Police employee to be used toward the fringe benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The City's distribution of this monthly composite contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

Effective July 1, 2022			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$672.49	\$149	\$821.49
Employee + one	\$862.49	\$149	\$1,011.49
Employee + two or more	\$1,021.49	\$149	\$1,170.49
Effective July 1, 2023			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$670.49	\$151	\$821.49
Employee + one	\$860.49	\$151	\$1,011.49
Employee + two or more	\$1,019.49	\$151	\$1,170.49
Effective July 1, 2024			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$666.49*	\$155*	\$821.49
Employee + one	\$856.49*	\$155*	\$1,011.49
Employee + two or more	\$1,015.49*	\$155*	\$1,170.49
*Estimated			

- D. If an employee selects medical insurance in which the premiums are less than the total combined benefit for which they are eligible, the employee forfeits any unused monies.
- E. Full-time employees hired before July 1, 2018, who select the option of not enrolling in one of the CalPERS plans, and who meets the conditions outlined in Section 1 (A) of Article X, shall receive \$675 monthly cash payout. No additional increases are applicable to the cash payout amount after July 1, 2018. The payment shall be

calculated and distributed with the second paycheck of each month. Full-time employees hired on or after July 1, 2018, who select the option of not enrolling in one of the CalPERS plans, and who meets the conditions outlined in Section 1 (A) of Article X, shall forfeit any City contribution towards medical premiums.

- F. Eligibility to enroll in the medical insurance plan provided by the City shall be within 60 days of consecutive, continuous full-time employment with the City. Coverage normally begins the first day of the month following 30 days of consecutive, continuous full-time employment with the City. An employee's start date and return date of enrollment documents may alter the date when coverage begins. City paid coverage is maintained during an approved family medical leave act (FMLA) or California Family Rights Act (CFRA) leave regardless of the employee's paid status.
- G. Tier One Safety Employees and Police Dispatchers (Police Dispatchers, Police Officers, and Police Sergeants hired before July 1, 2011), separating from the City as a result of either service or disability retirement shall be maintained as an insured member of the City's group medical plan, as it from time to time exists, with the City paying the greater of the amount described in Section 1(B) above or that required by PEMHCA (22892 CA Gov. Code). If a retiree who currently is eligible to receive medical insurance benefits, upon retirement becomes eligible to obtain medical insurance coverage, which is generally similar or better in coverage and benefits, at no cost to the retiree, the City may terminate its obligation to provide medical insurance benefits to that retiree. It is understood that medical insurance plans differ from place to place and that individual items within the plan may vary; it is not intended by this language that the plans need to be identical in coverage.
- H. Pursuant to CalPERS, the effective date of termination of health insurance coverage for a full-time employee separating from the City for reasons other than those mentioned in Article X, Section 1 (E) above, is the first of the second month following separation.
- I. Except as set forth in Sections 1 (A) through 1(C) above, the City shall not pay directly or indirectly for or reimburse to any affected employee, any costs or expenses related to medical care or hospitalization incurred by an affected employee or his or her dependents after the effective date of coverage under the CalPERS plan.

SECTION 2. DENTAL PLAN.

- A. A full-time employee shall enroll in any dental insurance plan provided by the City. Any such dental plan shall also provide orthodontic coverage.
- B. The City shall pay 100% of the premium for an employee and his or her dependents.
- C. Eligibility to enroll in any group dental insurance plan provided by the City shall be following 30 days of consecutive continuous employment with the City.

D. If a full-time employee is enrolled in the City's dental plan and that plan pays for crowns, the City shall pay up to 30% of the reasonable and customary amount charged for the crown upon presentation of a billing statement or statement of benefits from the dentist showing the amount charged and the amount paid by insurance, if applicable. At no time shall the reimbursement from the City exceed the employee's "out-of-pocket" costs for the received services nor shall the combination of insurance and the City reimbursement exceed 80% of the reasonable and customary amount charged for the services.

E. Child dependents are covered through age 25.

F. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. An employee and his or her dependents may receive up to \$300 per fiscal year for vision care expenses related to services and supplies performed or prescribed by an optometrist, ophthalmologist or dispensing optician. Such benefits may include an annual eye exam (including refraction), lenses, frames, and corrective eye surgery. For the purpose of child dependents, dependents shall be defined pursuant to the dependent definition of the City's medical plan provider.

SECTION 4. DISABILITY INSURANCE. All full time employees shall be enrolled in the long term disability plan as provided by the City, with the City paying 100% of the premium.

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for an employee in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM. The City will enroll members of the Association in an Employee Assistance Program of its choosing.

ARTICLE XI

RETIREMENT

SECTION 1. The City shall provide a three tier retirement system as follows:

- A. Tier One Miscellaneous Employees (hired before July 1, 2011):
- B. Tier Two Miscellaneous Employees (hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA):
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (hired on or after January 1, 2013):
- D. Tier One Safety Employees (hired before July 1, 2011):
- E. Tier Two Safety Employees (hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA):
- F. PEPRA Safety Employees (hired on or after January 1, 2013):

SECTION 2. Benefits and Contributions for these six plans shall be as follows effective July 1, 2015:

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single Highest Year	ER Contribution	EE Contribution 8%
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost
Tier One Safety	3% @ 50	Single Highest Year	ER Contribution	EE Contribution 9%
Tier Two Safety	2% @ 55	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Safety	2% @ 57	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost

- A. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- B. All computations shall be according to California Public Employees Retirement Law (PERL).
- C. All of these retirement plans shall provide the CalPERS Level 4 Survivor Benefit.

ARTICLE XII

DEFERRED COMPENSATION

At no cost to the Affected Employees, the City shall deduct authorized wages from Affected Employee payroll checks and cause such amounts to be deposited in one (1) deferred compensation carrier selected by the City Manager. LPPA shall select a member to participate in developing a recommendation to the City Manager for the choice of carrier. The City Manager's selection of the carrier shall be final. The City shall not contribute any amount of the deferred compensation deposit. Requests for annual contributions to deferred compensation should be made during the open enrollment period for medical insurance. Changes to withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests).

The employee retains complete control over the plan decision and how their contributions and balances are invested and maintained.

ARTICLE XIII

SCHEDULE

SECTION 1. SHIFT ROTATION. Shift rotation shall be based upon the needs of the Department with consideration given to educational needs of those Officers attending or wishing to attend school. The City will endeavor, to the greatest extent practicable, to schedule shifts on consecutive days. By doing so, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

SECTION 2. FLSA IMPLEMENTATION. In connection with the mandate of Garcia v. San Antonio Metropolitan Transit District (82-1913), the Association is aware that the City has elected in accord with 29 USC 207(k) and as to "Law Enforcement" personnel as that term is defined by the FLSA, to designate a "work period", as consisting of twenty-eight (28) consecutive days. Further, it is the joint understanding of the parties that those affected "Law Enforcement" employees occupying the classified positions of Police Officer and Police Sergeant are not exempt from operation of the FLSA. Further, if during the term of this agreement, the FLSA is either legislatively, administratively or judicially held inapplicable to any or all affected employees, then said provision shall be null and void.

SECTION 3. HOURS OF WORK. The work period for sworn employees in patrol is 14 consecutive 24 hour periods within which the work schedule shall consist of six 12.3 hour shifts per work period plus one 12.3 hour shift scheduled so that the middle of the shift corresponds to the start/end of the 14 day work period. Sworn employees covered by this MOU when not working in patrol shall have the same 14 day work period but are assigned a 4/10 per seven day week schedule. The work week for Police Dispatchers shall be seven consecutive 24 hour periods within which the work schedule shall be three 12.3 hour shifts per work week plus one 12.3 hour shift scheduled so that the middle of the shift corresponds to the start/end of the seven day work period. The work week for non-sworn employees in positions other than Police Dispatcher shall be seven consecutive 24 hour periods with hours of work scheduled per the 4/10 schedule.

SECTION 4. CHANGE IN SCHEDULE. If, during the course of this Agreement, the Police Chief wishes to modify the scheduled hours of work or work periods for the Department or a Division as a whole, the City agrees to meet and confer regarding the proposed modification. By doing so, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

ARTICLE XIV

COMPLETION OF MEET AND CONFER

SECTION 1. EXCLUSIVITY OF SCOPE OF MOU. It is the express understanding of the parties hereto that this Memorandum of Understanding represents the sole and complete understanding between the parties, and that this Memorandum of Understanding shall govern the entire relationship between the parties and shall be the sole source of any rights which may be asserted hereunder. In this regard, the parties shall not be obligated or required to meet and confer, except by their mutual consent, with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Employees and/or the LPPA at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed by one of the parties and later withdrawn.

SECTION 2. RESERVATION OF CITY'S RIGHTS. The parties hereto further expressly understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, alter, modify, or discontinue, in whole or in part, any term or condition of employment, or adopt any policy, rule, regulation, program or practice as the City deems in its sole discretion to be necessary or appropriate; provided, however, that the City shall comply with all Federal and State Laws relating to employee rights, opportunities, and benefits except for the requirement to meet and confer with regard to such changes, alterations, modifications or exercise of such reserve power, which right has been expressly waived by the Employees and the LPPA.

SECTION 3. OTHER PROVISIONS. If, at any point during the term of this Resolution, the City experiences, or it becomes known that the City will experience, a major revenue loss in the General Fund from a single or combined source (as defined below), the City retains the option to re-open the MOU to meet and confer in regards to, but not limited to, salary and wage schedules, benefit schedules, and staffing levels.

Circumstances which may determine such revenue losses may include, but are not limited to, new legislation, loss of a major sales tax provider(s), certain business industry fluctuations, and any other unforeseen event affecting any or several of the City's General Fund revenue sources.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION. A "grievance" is a formal, written allegation by a grievant and/or the La Palma Police Association that they have been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Discipline Appeals Procedure set forth in La Palma Police Department Policy Manual section 340.8.

SECTION 2. PROCEDURE.

- A. Informal Resolution. Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the division manager, if one exists, in order to discuss the grievance.
- C. If the division manager and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the department head.
- D. The department head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the department head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department head, submit a written appeal to the City Manager.
- E. The City Manager shall hear the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

- F. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.
- G. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- H. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by their supervisor.
- I. No employee shall be required to be represented by an employee organization in processing a grievance.
- J. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- K. The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- L. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

- M. Performance evaluations are not grievable. However, an employee who disagrees with all or part of an evaluation has the right to attach comments pertaining to the areas of disagreement, which become a formal part of the evaluation.
- N. Copies of grievance forms and case files will not be placed in employee personnel files, but will be maintained in separate files in the Human Resources Division.

ARTICLE XVI

LAYOFF PROCEDURE

SECTION 1. LAYOFF AND RE-EMPLOYMENT. Whenever in the judgment of the City Council it becomes necessary in the interest of the economy, or because the necessity for a position no longer exists, the City Council may abolish any position for employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

SECTION 2. ORDER OF LAYOFFS. A layoff means a reduction in the Department work force. In the event of a reduction in the work force, layoffs will be made within each job classification on the basis of seniority in classification, so long as the senior employees possess qualifications, aptitude, occupational skills, and ability to perform the work equal to those of less senior employees of that classification. Employees shall be given at least 14 days' notice of layoff. An employee laid off from his/her job classification shall be entitled to displace an employee in a lower classification provided the displacing employee has previously passed probation in the lower classification and has greater total City seniority, based on his/her date of hire, and possesses qualifications, aptitude, occupational skills, and the ability to perform the work equal to or surpassing the employee displaced. If layoffs are deemed necessary, the order of layoff within the affected layoff unit (department, division or class) shall be as follows:

- A. Temporary employees; seasonal employees; provisional employees;
- B. Part-time employees;
- C. Probationary employees; and
- D. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with seniority as specified above.

SECTION 3. VOLUNTARY REDUCTION IN LIEU OF LAYOFF. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower classification within the same occupational series in the layoff unit provided the employee possesses seniority, an acceptable performance and attendance record, and has the ability to perform the remaining work available without further training. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has less seniority in terms of service with the City than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the least amount of seniority shall be subject to layoff if there is no temporary, seasonal, provisional, part time, or probationary employees.

SECTION 4. NOTIFICATION PERIOD. Employees to be laid off shall be given at least 14 days prior notice or two weeks' pay in lieu of notice.

SECTION 5. REINSTATEMENT. The names of regular and promotional probationary employees laid off or demoted in lieu of layoff shall be placed upon re-employment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made. Notice will be sent to the employee's last known address. Only non-probationary employees have a right to reinstatement.

ARTICLE XVII

INTEGRATION AND CONSTRUCTION

This Memorandum of Understanding represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Memorandum of Understanding. This Memorandum of Understanding shall be construed as if drafted by all of the parties hereto.

ARTICLE XVIII

SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

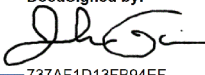
ARTICLE XIX

IMPLEMENTATION

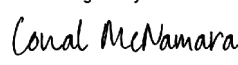
This Memorandum of Understanding is subject to approval by the City Council of the City as implemented by appropriate resolution(s) of the City Council.

LA PALMA POLICE ASSOCIATION, INC.

CITY OF LA PALMA

DocuSigned by:

737AF1D13FB94EF...

Joshua Garcia, President

DocuSigned by:

7BEAF7910C8040A...

Conal McNamara, City Manager

Dated: October 15, 2022

Dated: October 20, 2022

ATTACHMENT "A"**La Palma Police Association
Classification and Salary Tables****July 1, 2022 to June 30, 2023****Pursuant to Article III, Section 7A of the current MOU**

Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	46,660.31	48,993.32	51,442.99	54,015.14	56,715.89	59,551.69
Monthly	3,888.36	4,082.78	4,286.92	4,501.26	4,726.32	4,962.64
Biweekly	1,794.63	1,884.36	1,978.58	2,077.51	2,181.38	2,290.45
Hourly	22.4328	23.5545	24.7322	25.9688	27.2673	28.6306
Records Clerk						
Annual	43,697.58	45,882.46	48,176.58	50,585.41	53,114.68	55,770.42
Monthly	3,641.47	3,823.54	4,014.72	4,215.45	4,426.22	4,647.53
Biweekly	1,680.68	1,764.71	1,852.95	1,945.59	2,042.87	2,145.02
Hourly	21.0085	22.0589	23.1618	24.3199	25.5359	26.8127
Police Dispatcher						
Annual	56,967.55	59,815.93	62,806.73	65,947.06	69,244.42	72,706.64
Monthly	4,747.30	4,984.66	5,233.89	5,495.59	5,770.37	6,058.89
Biweekly	2,191.06	2,300.61	2,415.64	2,536.43	2,663.25	2,796.41
Hourly	27.3882	28.7577	30.1955	31.7053	33.2906	34.9551
Police Officer Recruit*						
Annual	67,471.98	70,845.58	74,387.86	78,107.25	82,012.62	86,113.25
Monthly	5,622.67	5,903.80	6,198.99	6,508.94	6,834.38	7,176.10
Biweekly	2,595.08	2,724.83	2,861.07	3,004.13	3,154.33	3,312.05
Hourly	32.4385	34.0604	35.7634	37.5516	39.4291	41.4006
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	74,968.87	78,717.31	82,653.18	86,785.84	91,125.13	95,681.38
Monthly	6,247.41	6,559.78	6,887.76	7,232.15	7,593.76	7,973.45
Biweekly	2,883.42	3,027.59	3,178.97	3,337.92	3,504.81	3,680.05
Hourly	36.0427	37.8449	39.7371	41.7240	43.8102	46.0007
Police Officer (PEPRA)**						
Annual	75,905.98	79,701.28	83,686.34	87,870.66	92,264.19	96,877.40
Monthly	6,325.50	6,641.77	6,973.86	7,322.55	7,688.68	8,073.12
Biweekly	2,919.46	3,065.43	3,218.71	3,379.64	3,548.62	3,726.05
Hourly	36.4933	38.3179	40.2338	42.2455	44.3578	46.5757
Police Sergeant						
Annual	95,276.91	100,040.76	105,042.80	110,294.94	115,809.69	121,600.17
Monthly	7,939.74	8,336.73	8,753.57	9,191.24	9,650.81	10,133.35
Biweekly	3,664.50	3,847.72	4,040.11	4,242.11	4,454.22	4,676.93
Hourly	45.8062	48.0965	50.5013	53.0264	55.6777	58.4616
Police Sergeant (PEPRA)**						
Annual	96,467.88	101,291.27	106,355.83	111,673.63	117,257.31	123,120.17
Monthly	8,038.99	8,440.94	8,862.99	9,306.14	9,771.44	10,260.01
Biweekly	3,710.30	3,895.82	4,090.61	4,295.14	4,509.90	4,735.39
Hourly	46.3788	48.6977	51.1326	53.6892	56.3737	59.1924
<i>*Police Officer Recruit base salary set at 10% below Police Officer</i>						
<i>**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.</i>						

ATTACHMENT “B”**La Palma Police Association
Classification and Salary Tables****July 1, 2023 to June 30, 2024****Pursuant to Article III, Section 7B of the current MOU**

Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	48,526.72	50,953.05	53,500.71	56,175.74	58,984.53	61,933.75
Monthly	4,043.89	4,246.09	4,458.39	4,681.31	4,915.38	5,161.15
Biweekly	1,866.41	1,959.73	2,057.72	2,160.61	2,268.64	2,382.07
Hourly	23.3302	24.4967	25.7215	27.0076	28.3579	29.7758
Records Clerk						
Annual	45,445.48	47,717.76	50,103.65	52,608.83	55,239.27	58,001.23
Monthly	3,787.12	3,976.48	4,175.30	4,384.07	4,603.27	4,833.44
Biweekly	1,747.90	1,835.30	1,927.06	2,023.42	2,124.59	2,230.82
Hourly	21.8488	22.9412	24.0883	25.2927	26.5573	27.8852
Police Dispatcher						
Annual	59,246.26	62,208.57	65,319.00	68,584.95	72,014.19	75,614.90
Monthly	4,937.19	5,184.05	5,443.25	5,715.41	6,001.18	6,301.24
Biweekly	2,278.70	2,392.64	2,512.27	2,637.88	2,769.78	2,908.27
Hourly	28.4838	29.9080	31.4034	32.9735	34.6222	36.3533
Police Officer Recruit*						
Annual	70,170.86	73,679.40	77,363.37	81,231.54	85,293.12	89,557.78
Monthly	5,847.57	6,139.95	6,446.95	6,769.30	7,107.76	7,463.15
Biweekly	2,698.88	2,833.82	2,975.51	3,124.29	3,280.50	3,444.53
Hourly	33.7360	35.4228	37.1939	39.0536	41.0063	43.0566
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	77,967.62	81,866.00	85,959.30	90,257.27	94,770.13	99,508.64
Monthly	6,497.30	6,822.17	7,163.28	7,521.44	7,897.51	8,292.39
Biweekly	2,998.75	3,148.69	3,306.13	3,471.43	3,645.01	3,827.26
Hourly	37.4844	39.3587	41.3266	43.3929	45.5626	47.8407
Police Officer (PEPRA)**						
Annual	78,942.22	82,889.33	87,033.80	91,385.49	95,954.76	100,752.50
Monthly	6,578.52	6,907.44	7,252.82	7,615.46	7,996.23	8,396.04
Biweekly	3,036.24	3,188.05	3,347.45	3,514.83	3,690.57	3,875.10
Hourly	37.9530	39.8506	41.8432	43.9353	46.1321	48.4387
Police Sergeant						
Annual	99,087.99	104,042.39	109,244.51	114,706.74	120,442.07	126,464.18
Monthly	8,257.33	8,670.20	9,103.71	9,558.89	10,036.84	10,538.68
Biweekly	3,811.08	4,001.63	4,201.71	4,411.80	4,632.39	4,864.01
Hourly	47.6385	50.0204	52.5214	55.1475	57.9048	60.8001
Police Sergeant (PEPRA)**						
Annual	100,326.59	105,342.92	110,610.07	116,140.57	121,947.60	128,044.98
Monthly	8,360.55	8,778.58	9,217.51	9,678.38	10,162.30	10,670.41
Biweekly	3,858.72	4,051.65	4,254.23	4,466.95	4,690.29	4,924.81
Hourly	48.2339	50.6456	53.1779	55.8368	58.6287	61.5601
<i>*Police Officer Recruit base salary set at 10% below Police Officer</i>						
<i>**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.</i>						

ATTACHMENT "C"**La Palma Police Association
Classification and Salary Tables****July 1, 2024 to June 30, 2025****Pursuant to Article III, Section 7C of the current MOU**

Non Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Civilian Investigator						
Annual	50,953.05	53,500.71	56,175.74	58,984.53	61,933.75	65,030.44
Monthly	4,246.09	4,458.39	4,681.31	4,915.38	5,161.15	5,419.20
Biweekly	1,959.73	2,057.72	2,160.61	2,268.64	2,382.07	2,501.17
Hourly	24.4967	25.7215	27.0076	28.3579	29.7758	31.2646
Records Clerk						
Annual	47,717.76	50,103.65	52,608.83	55,239.27	58,001.23	60,901.30
Monthly	3,976.48	4,175.30	4,384.07	4,603.27	4,833.44	5,075.11
Biweekly	1,835.30	1,927.06	2,023.42	2,124.59	2,230.82	2,342.36
Hourly	22.9412	24.0883	25.2927	26.5573	27.8852	29.2795
Police Dispatcher						
Annual	62,208.57	65,319.00	68,584.95	72,014.19	75,614.90	79,395.65
Monthly	5,184.05	5,443.25	5,715.41	6,001.18	6,301.24	6,616.30
Biweekly	2,392.64	2,512.27	2,637.88	2,769.78	2,908.27	3,053.68
Hourly	29.9080	31.4034	32.9735	34.6222	36.3533	38.1710
Police Officer Recruit*						
Annual	73,679.40	77,363.37	81,231.54	85,293.12	89,557.78	94,035.66
Monthly	6,139.95	6,446.95	6,769.30	7,107.76	7,463.15	7,836.31
Biweekly	2,833.82	2,975.51	3,124.29	3,280.50	3,444.53	3,616.76
Hourly	35.4228	37.1939	39.0536	41.0063	43.0566	45.2095
Sworn Classifications						
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer						
Annual	81,866.00	85,959.30	90,257.27	94,770.13	99,508.64	104,484.07
Monthly	6,822.17	7,163.28	7,521.44	7,897.51	8,292.39	8,707.01
Biweekly	3,148.69	3,306.13	3,471.43	3,645.01	3,827.26	4,018.62
Hourly	39.3587	41.3266	43.3929	45.5626	47.8407	50.2327
Police Officer (PEPRA)**						
Annual	82,889.33	87,033.80	91,385.49	95,954.76	100,752.50	105,790.12
Monthly	6,907.44	7,252.82	7,615.46	7,996.23	8,396.04	8,815.84
Biweekly	3,188.05	3,347.45	3,514.83	3,690.57	3,875.10	4,068.85
Hourly	39.8506	41.8432	43.9353	46.1321	48.4387	50.8606
Police Sergeant						
Annual	104,042.39	109,244.51	114,706.74	120,442.07	126,464.18	132,787.39
Monthly	8,670.20	9,103.71	9,558.89	10,036.84	10,538.68	11,065.62
Biweekly	4,001.63	4,201.71	4,411.80	4,632.39	4,864.01	5,107.21
Hourly	50.0204	52.5214	55.1475	57.9048	60.8001	63.8401
Police Sergeant (PEPRA)**						
Annual	105,342.92	110,610.07	116,140.57	121,947.60	128,044.98	134,447.23
Monthly	8,778.58	9,217.51	9,678.38	10,162.30	10,670.41	11,203.94
Biweekly	4,051.65	4,254.23	4,466.95	4,690.29	4,924.81	5,171.05
Hourly	50.6456	53.1779	55.8368	58.6287	61.5601	64.6381
<i>*Police Officer Recruit base salary set at 10% below Police Officer</i>						
<i>**PEPRA Police Officer and PEPRA Sergeant receive an additional 1.25% above base salary.</i>						