

RESOLUTION NO. 6411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXCLUSIVELY FIXING AND ESTABLISHING THE WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS, REPEALING ANY PREVIOUS RESOLUTION OR MANAGEMENT AGREEMENT, IN FULL OR IN PART, THAT SETS FORTH THE WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS

WHEREAS, the City Council desires to approve a resolution to exclusively set forth the wages, hours and terms and conditions of employment for all Unrepresented Police Managers (hereinafter referred to as Police Managers); and

WHEREAS, the Police Managers includes all ranks of sworn safety management positions at the Gardena Police Department, including but not limited to, Police Lieutenant, Police Captain, Deputy Police Chief, and Chief of Police¹; and

WHEREAS, this Resolution repeals any previous resolution or management agreement, in full or in part, excluding employment contracts for the Chief of Police, that sets forth the wages, hours, and terms and conditions of employment for all Police Managers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES: If the City desires to change any classification affecting the Police Managers, the City will give the Police Managers at least sixty (60) days advance notice and an opportunity to discuss.

SECTION 2. PROMOTIONS

- A. Promotions to the positions of Police Lieutenant and Police Captain shall be made from one of the top four (4) candidates on the current eligibility list for that position.
- B. The City Council, or with authority delegated to the City Manager, will appoint the Deputy Police Chief and Chief of Police.
- C. In cases of promotion, the employee shall be paid the minimum rate of the appropriate pay range or at least five percent (5.0%) higher than his/her current regular base compensation rate, whichever is higher.
- D. Promoted employees shall receive a higher regular base compensation rate than any of their subordinates taking into account base salary Step 1 through 6, Specialist Assignment Pay Bonus, Education Incentive Program Bonus and Longevity Bonus. However, for the intent and purpose of this provision only, the calculation of regular base compensation shall exclude any consideration for subordinates' twenty-six (26) year Longevity Bonus.

¹ In addition, the Chief of Police has a separate employment contract that entitles the incumbent to additional terms and conditions not described herein.

ARTICLE II. COMPENSATION

SECTION 1. SALARY

A. BASIS FOR ESTABLISHING SALARY RANGES

1. A salary survey shall be conducted each year to determine the salary paid to employees in comparable classifications, at a comparable Pay Step, as of July 2 of that year in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne and El Segundo.
2. Salary survey shall be conducted on the following comparable: salary, years of service and longevity in combination with the salary, Education Incentive Program Bonus and Employee Paid PERS (EPP) contribution. Agreed upon comparables are referenced in the salary survey matrix and can be reassessed at the time of the salary survey. Said comparables shall be based on the following formula(s):
 - i. When determining the amount of employee paid PERS contribution for each agency, only Classic PERS employee (3% at 50) formula will be used. PEPRAs employees will use the same EPP formula as Classic members for the purpose of the salary survey.
 - ii. In order to calculate employee paid PERS contribution in the salary survey, the EPP shall be subtracted from each survey category:
 1. Salary combined with longevity (subtract EPP)
 2. Educational Incentive Program Bonus (subtract EPP)
 - iii. In order to address multiple tiered employee paid PERS contribution systems, the following shall apply: the percentage of employees paid PERS contribution for each individual Police Department shall be determined by the majority (51%). If 51% of Classic employees pay 9.0% PERS, then 9.0% will be used. If 51% of Classic members at a surveyed department pay 0%, then 0% will be used.
3. The base salary of each affected employee shall be increased by an amount necessary to cause the salary at Step 6 in each Police Managers classification to equal no less than the average base salary paid to employees in comparable classifications, at a comparable pay step, in the survey cities.
4. The Salary Survey as referenced in **EXHIBIT A** will determine comparable salaries taking into account base salary, Educational Incentive Program Bonus and Longevity Bonus, inclusive for total compensation calculation.
5. Irrespective of the Salary Survey referenced in EXHIBIT A, there shall be a 5.0% differentiation between the Merit Pay Step for Police Sergeant Step 6 and the Police Lieutenant Step 1.
6. **Equity Adjustments:** Effective the date of this adopted Resolution, the affected Police Managers employees shall receive an Equity Adjustment as follows:
 - i. The Police Managers will conduct a survey as of January 15th of each year to determine if the base salary of affected employees is below the average base salary paid to employees in comparable classifications since previously surveyed

in July of the previous year. If it is determined that the Police Managers base salary surveyed, the City will provide an annual stipend of up to one-thousand dollars (\$1,000.00) for that year. The stipend amount provided will be determined by the actual amount the average base salary is below the surveyed average. Any stipend provided will be payable the first pay period in February or as soon as administratively practicable.

B. BASE SALARY STEP

1. The base salary step of affected employees shall be set according to the City's most current Classification and Compensation Plan.
2. Effective the date of this Resolution, the City shall adjust the Police Lieutenant salary range, Schedule 227, for compaction with the Police Sergeant. The adjusted salary range shall add a new Step 6 and downward shift each step within Schedule 227.

Notwithstanding any other provision, it is agreed that any Police Lieutenant who is on Step 6 on the effective date of this Resolution shall not be eligible for a step increase until July 2, 2020.

C. PROBATIONARY PERIOD

1. Probation after promotion shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.
2. Any affected employee, while on probation, who has been absent from City service with or without pay in excess of two-hundred and forty (240) hours, may have the probation extended for a period not to exceed the term of such absence.

D. MERIT PAY STEP PLAN

1. Merit Pay Step Advancement
 - i. Merit step advancement shall be effective on the first day of the pay period following eligibility to receive such merit step advancement. The City shall have the discretion to authorize a different effective date when necessary.
 - ii. Only salary steps 1 through 6 shall be considered a Merit Pay Step. Merit steps shall be separated in the following manner: Step 6 shall be five percent (5.0%) above Salary Step 5; and so forth to Salary Step 1. There shall be a 5.0% differentiation between the Merit Pay Step for Police Sergeant Step 6 and the Police Lieutenant Step 1.
 - iii. In the event an affected employee is placed at Step 1, Merit Pay Step Advancement shall be granted after six (6) months of continuous and satisfactory service at Step 1.
 - iv. Merit Pay Step Advancement shall be granted after one (1) year of continuous and satisfactory service at any step above Step 1.
2. Exceptions to Merit Step Advancement

- i. Any affected employee who, while on any Step in the Merit Advancement Plan, has been absent from City service without prior approval in excess of two-hundred and forty (240) hours may be retained on his/her current pay step for a period not to exceed the term of such absence.
- ii. Any affected employee who fails to receive at least a satisfactory advancement rating, or who is not recommended for advancement due to his/her failure to continue to improve performance in relation to the increasing level of experience or the failure to secure the approval of the Chief of Police, may be extended on his/her then current step for a period of up to ninety (90) calendar days for further evaluation.
- iii. Should such further evaluation still result in less than satisfactory ratings or a recommendation not to advance, the employee may again be extended for up to ninety (90) additional calendar days with a final determination to advance, demote or dismiss to be made during that period.
- iv. When an employee is demoted or dismissed by reason of below satisfactory rating or a recommendation not to advance, he/she retains the right to appeal pursuant to the City's Personnel Rules and Regulations.

E. LONGEVITY BONUS: Longevity shall be defined as the length of full-time City employment. Longevity pay shall be granted to affected employees who have completed satisfactory service with the Gardena Police Department according to the monthly schedule set forth in **EXHIBIT A**.

SECTION 2. EDUCATIONAL INCENVTIVE PROGRAM (EIB)

A. EDUCATIONAL INCENVTIVE PROGRAM (EIB) DEFINED

1. The Educational Incentive Program shall apply upon graduation from an accredited university or college or qualification for the appropriate P.O.S.T. Certificate. The following are minimum requirements for compensation:
2. Where the employee has submitted an online application for a P.O.S.T. certificate prior to the time he/she states they will qualify, upon the employee's notice to the Department and the Department's verification of qualification, the Department shall make effective the employee's Educational Incentive Bonus on the first day of the pay period following the date he/she qualifies, as determined by P.O.S.T., irrespective of the date of approval by P.O.S.T. on the certificate.
3. An employee who submits an online application for a P.O.S.T. certificate after he/she qualifies, upon notifying the Department of the late application date, shall commence receiving the Educational Incentive Bonus on the first day of the pay period following the Department's notice of the application, irrespective of when the employee became qualified for the P.O.S.T. certificate.

B. P.O.S.T. MANAGEMENT CERTIFICATE

1. Employees shall receive pay for the P.O.S.T. Management Certificate at the time of appointment to Police Lieutenant regardless of P.O.S.T. qualification. Affected employees shall have twelve (12) months from the date of appointment to be awarded the Management Certificate. In the event an employee is unable to obtain a Management

Certificate within twelve (12) months from appointment, the employee shall cease to receive certificate pay until a Management Certificate is obtained.

- C. RATES:** Rates for the Educational Incentive Bonus and Management Certificate shall be paid as provided in **EXHIBIT A**.

SECTION 3. BILINGUAL BONUS PROGRAM

- A. ELIGIBILITY:** In order to be eligible for bilingual language pay, an affected employee must be required to use the language as part of the affected employee's current work assignment. The City shall determine the language to be spoken and in what positions or assignments the language will be required as part of the work assignment.
- B. CERTIFICATION:** An affected employee must test and successfully pass a language proficiency test in order to be eligible for the bilingual bonus.
1. Requests for testing and certification will be submitted to the Human Resources Office.
 2. Testing will be scheduled when and as requested in writing by the Chief of Police.
 3. The affected employee may be required to re-test to certify continued competency in the applicable language.
- D. BILINGUAL BONUS PAY:** The City shall pay each certified employee thirty dollars and seventy-seven cents (\$30.77) each pay period the affected employee is eligible for the bilingual bonus. Bilingual bonus pay shall commence the first day of the pay period following certification of eligibility by the Human Resources Office.

SECTION 4. ACTING COMPENSATION: If a Police Manager is formally appointed to the position of Acting Police Lieutenant, Police Captain, or Deputy Police Chief, he/she shall be compensated at a rate equal to that which such employee would have been entitled to receive had he or she been promoted to the rank of Police Lieutenant, Police Captain, or Deputy Police Chief, as defined under Article I, Section 2, Promotions for all hours worked in the Acting position.

SECTION 5. RATE OF PAY

- A.** "Regular Base Compensation" shall be defined as the employee's regular base salary Step 1 through 6 plus Longevity Bonus and Educational Incentive Bonus. Uniform allowances and bilingual bonuses shall be excluded.
- B.** Police Manager classifications are designated as FLSA-Exempt.

SECTION 6. UNIFORM ALLOWANCE: Uniform allowance shall be included on the employee's regular paycheck and shall be paid at each pay period in the amount of thirty-four dollars and sixty-two cents (\$34.62) each pay period employee qualifies for the allowance. Uniform allowance shall be pensionable for Classic CalPERS members only.

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

SECTION 7. MILEAGE AND LODGING REIMBURSEMENT:

- A. MILEAGE:** Whenever employees are required to use their personal automobile in the performance of duly authorized official duties, they shall be reimbursed at the rate as authorized by the IRS.
- B. LODGING:** Lodging will be provided if the training or designated worksite is more than fifty (50) miles from the Gardena Police Department and the training or assignment covers multiple days.

SECTION 8. LEAVE BUY-BACK OPTIONS

- A. ELECTION OF BUY-BACK:** By December 31st of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in March and July of the next calendar year. By June 1st of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in September and December of the same calendar year.
 - 1. VACATION BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to thirty (30) hours of vacation accrual in each month of March, July, September and December not to exceed one-hundred and twenty (120) hours of vacation buy-back per year. Vacation Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
 - 2. HOLIDAY LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to twenty-five (25) hours of unused holidays in each month of March, July, September and December not to exceed one-hundred (100) hours of holiday leave buy-back per year. Holiday Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
 - 3. SICK LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to twenty (20) hours of sick leave in each month of March, July, September and December not to exceed eighty (80) hours of sick leave buy-back per year. Sick leave buy-back shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his/her classification and pay step.
- B. SPECIAL ONE-TIME LEAVE BUY-BACK OPTION:** From time to time, the City may at the City's discretion allow employees to cash in leave balances for pay. Such option shall be non-pensionable and no employee shall be required to participate in such option.

SECTION 9. METHOD OF COMPENSATION

- A. REGULAR PAY:** The monthly salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow.
- B. SPECIAL PAYS:** Special pays shall be included as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency.
- C. TAX WITHHOLDING:** All changes to IRS withholding must be done by submitting a signed W-4 Form to the Payroll Office. Except for life-events (i.e., birth, death, retirement), all changes must stay in effect for at least three (3) months and only one change will be allowed per quarter.

ARTICLE III. WORK SCHEDULE AND SENIORITY

SECTION 1. HOURS OF WORK: The work schedule of Police Managers are assigned at the discretion of the Chief of Police or designee.

SECTION 2. EARNED TIME OFF REQUESTS

A. DEFINITIONS

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

B. PRIMARY VACATION REQUESTS: Primary vacation requests are defined as earned time off requests of one work week or more, designated by the requesting employee as primary vacation by submitting same on a "Primary Vacation" request form forty-five (45) or more days in advance of schedule deployment. All requests for primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Primary vacation requests shall be approved by seniority if a conflict should occur. Only one (1) primary vacation request shall be approved per calendar year for each affected employee. Primary vacation requests which begin in one calendar year and end in the following calendar year shall be considered primary vacation requests in the calendar year in which the primary vacation begins.

C. NON-PRIMARY VACATION REQUESTS: Non-primary vacation requests are defined as earned time off requests of one work week or more, not part of an approved primary vacation request, and submitted to the scheduling supervisor thirty (30) days prior to the non-primary vacation. All requests for non-primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Non-primary vacation requests shall be approved by seniority if conflict should occur. All 1st priority non-primary vacation requests shall be approved before 2nd priority non-primary vacation requests are considered. All 2nd priority non-primary vacation requests shall be approved before 3rd priority non-primary vacation requests are requested considered, etc.

D. INCIDENTAL TIME-OFF REQUESTS: Incidental time-off requests are defined as earned time off requests which do not meet the definition of either primary or non-primary vacation requests.

Incidental time off requests shall be approved by seniority if submitted to Scheduling or Watch Supervisor thirty (30) days or more from the date(s) requested. Earned time off requests submitted less than thirty (30) days from the date(s) requested shall be approved on a first come, first served basis by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.

SECTION 3. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be defined as time served in a sworn classification with the Gardena Police Department.
2. Time in the position of Gardena Police Trainee shall not count toward the following seniority schedule.
3. Seniority between affected employees in any management classification shall be determined in the following order:
 - i. By the date of the most recent appointment to the classification;
 - ii. If affected employees were appointed to the classification on the same date, then by numerical position on their most recent eligibility list for the classification; or
 - iii. By coin flip.

- B. SENIORITY BY RANK:** If affected employees are in different classifications, then seniority shall be determined by rank.

ARTICLE IV. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT PROGRAM

A. QUALIFICATIONS

1. The City encourages and supports educational programs that provide employees the opportunity for personal career development and directly benefit the City by increasing the technical and managerial competency of its staff.

Toward this end, the City offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to obtaining an Associate Degree or higher in a job-related field from an accredited college or university.

In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement. Examples of credentialing or certificated programs include but are not limited to the following: Criminal Justice Certificate Program, Law Enforcement Intelligence and Analysis Certificate, Law Enforcement Advanced Development Certificate, Risk Management Certificate, Human Resources Certificate, etc.

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

B. REIMBURSEMENT AMOUNTS

1. Effective the date of this Resolution, Educational Reimbursement shall be paid up to five-thousand dollars (\$5,000.00) per 12-month period. Any requests for Educational Reimbursement received on or after the date of this Resolution shall be subject to the limits provided in this Section.
 - i. Effective August 1, 2020, the Educational Reimbursement maximum allowance shall increase from \$5,000.00 to five-thousand and five-hundred dollars (\$5,500.00) per 12-month period.
 - ii. Effective August 1, 2021, the Educational Reimbursement maximum allowance shall increase from \$5,500.00 to six-thousand dollars (\$6,000.00) per 12-month period.
2. Effective the date of this Resolution, affected employees cannot sell back vacation accruals for additional educational reimbursement.

SECTION 2. RETIREMENT

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

1. The Employer Contribution Rate: CalPERS reviews the Employer rates yearly and may adjust rates based on actuarial valuation; and
2. The Member (employee) Contribution Rate: The employee shall pay the full Member (employee) Contribution Rate as set by CalPERS.
3. Each "Classic Safety Member" through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing. The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

Each "PEPRA Safety Member" through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing. The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

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

1. **CALPERS ENROLLMENT DATE:** Whenever a new employee is hired by the City, their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which

he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the City.

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

C. CLASSIC CALPERS SAFETY MEMBERS

1. Benefits per the City's contract with CalPERS shall be as follows as applicable by law:
 - i. Local safety member "3 percent at 50" formula (§21252.01 G.C.);
 - ii. 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
 - iii. Half-Pay Continuance (§21263 and §21263.1 G.C.);
 - iv. Military Buy Back (§20930.3 G.C.);
 - v. Top Year Retirement (§20024.2 G.C.);
 - vi. Member (Employee) Contribution Rate as set by CalPERS (§20615 G.C.);
 - vii. Credit for unused sick leave (§20862.8 G.C.);
 - viii. Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.); and
 - ix. Continuation of Death Benefits after Remarriage of Survivor (§21373).

D. PEPRA CALPERS SAFETY MEMBERS

1. This designation is a CalPERS determination and benefits shall be provided according to the PEPRAs definition.
2. A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit.
3. Benefits shall be as applicable by law:
 - i. Local safety member "2.7 percent at 57" formula (§7522.25 G.C.);

- ii. 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
- iii. Half-Pay Continuance (§21263 and §21263.1 G.C.);
- iv. Military Buy Back (§20930.3 G.C.);
- v. Three Year Final Compensation (§7522.32 G.C.);
- vi. Member (employee) Contribution Rate based on Pensionable Compensation (§7522.30G.C.);
 - a. In accordance with Government Code (§7522.30), the Member (employee) Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.
- vii. Credit for unused sick leave (§20862.8 G.C.);
- viii. Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.); and
- ix. Continuation of Death Benefits after Remarriage of Survivor (§21373).

SECTION 3. HEALTH INSURANCE

1. COMPREHENSIVE HEALTH PLAN: The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents. Such insurance shall include hospitalization, medical coverage, prescription coverage, vision and dental coverage. A Comprehensive Health Care Plan Document shall be provided to all affected employees.

2. PREMIUMS AND TRUST ACCOUNT

- 1. The City shall pay one-hundred percent (100%) of the two-party premium (employee plus one dependent) based on the City's self-funded health insurance plan rate.
- 2. Employees shall contribute any amount above the City's contribution. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees thirty (30) days' notice and grace period prior to exercising the discretion to terminate coverage.
- 3. Premiums will be paid to the approved health insurer or into a trust account established by the City for exclusive use in an approved insured self-funded health ("ISFH") program. All interest income produced by the ISFH account shall remain in the account.
- 4. The City shall maintain a trust account for all premiums due payable by the City and by employee contribution.
- 5. Only charges relating to the provision of health benefits, payment of reinsurance costs, and third-party administration costs shall be made against the trust. No City administration costs will be charged against the fund.

6. The City shall maintain a "Section 125" plan allowing employees to utilize pre-taxed dollars, through payroll deduction, for their contributions for additional family coverage and other applicable expense.
7. The City agrees to discuss the health plan costs annually with respect to the City's contribution and the possibility of implementing a cafeteria plan to be used to pay medical premiums and expenses.

3. POST RETIREMENT HEALTH INSURANCE COVERAGE

1. **TIER 1:** Employees hired before the date of this Resolution and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this Agreement, paid health insurance benefits based on the formula set forth below:
 - i. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City's self-funded health insurance plan rate for two-party premium if the employee completed twenty-five (25) years of service with the Gardena Police Department and was continuously enrolled in any of the City's health insurance plans during the twenty-five (25) years of service; or
 - ii. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed fifteen (15) years of service with the Gardena Police Department and was continuously enrolled in any of the City's health insurance plans during the fifteen (15) years of service.
2. **TIER 2:** Employees hired on or after the date of this Resolution who meet the minimum requirements listed below shall receive the allocated health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.
 - i. Twenty (20) years of service with the Gardena Police Department receives seventy-five percent (75%) of the single party rate; or
 - ii. Twenty-five (25) years of service with the Gardena Police Department receives one hundred percent (100%) of the single party rate;
 - iii. Enrollment in health insurance offered by the City for the minimum required years of service; and
 - iv. Age fifty (50) years; and
 - v. Service retirement from the City of Gardena.
 - vi. Tier 2 retiree coverage shall terminate upon the following conditions, whichever occurs first, the date retiree becomes Medicare eligible or the death of retiree.
3. The amount of the City's contribution shall be set at the same level as the amount for active employees unless the retiree is Medicare eligible in which case the City's contribution, if

applicable, shall be at the Medicare rate. Any required co-payment for active employees will also be required for retirees. When applicable, this benefit shall accrue to the spouse upon death of an employee who is insured under this provision.

4. All retirees who become eligible for another group health insurance plan through another employer must enroll in the subsequent employer's health insurance plan at the same level of coverage as provided through the City. At this time, the subsequent employer's coverage will be the primary payer and the City will be the secondary payer to the extent permitted in the Plan Document and Summary Plan Description. The City's post-retirement health insurance will revert to primary payer upon loss of coverage with the subsequent employer. During any period of post-retirement health insurance coverage, such coverage will cease upon non-payment of premium or if payment is not received in a timely manner. Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of these instances, the retiree shall receive those benefits provided for in the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
4. **MEDICARE:** Tier 1 retired employees who become eligible for coverage under Medicare and/or a comparable governmental program shall thereupon no longer receive the full benefits available under the City's health insurance plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's plan and the coverage available through Medicare and/or comparable government program. Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance through the City.
5. **COBRA:** All regular full-time employees who retire from the City, or otherwise honorably separate from City service with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act ("COBRA"). The cost of such participation by said separated employee shall be borne by the employee and paid directly to the health insurance carrier.
6. **INDUSTRIAL DISABILITY:** In addition to the rights provided in the Consolidated Omnibus Reconciliation Act ("COBRA"), all regular full-time employees who retire from the City on industrial disability with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation. The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. When applicable, this benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision.

SECTION 4. LIFE INSURANCE: All affected employees covered under this Resolution shall be provided Term Life Insurance in an amount equal to one and one-half (1 ½) times the actual annual salary of the covered employee.

SECTION 5. WELLNESS STIPEND: The Wellness Stipend is designed to encourage and support employees in achieving and maintaining a healthier lifestyle. All affected employees will receive up to five-hundred dollars (\$500.00) per fiscal year to use towards qualified physical and wellness expenses. This amount shall be cumulative to a total of one-thousand dollars (\$1,000.00) every two fiscal years.

The policy for the Wellness Stipend will be set by the City and will be available in the City's Human Resources Office.

SECTION 6. TAKE HOME VEHICLE: Employees at the rank of Police Lieutenant may choose to take home their assigned vehicles at their discretion. At the discretion of the Police Chief, take home vehicles shall be returned if an affected employee is on leave.

City vehicles shall be used only in the performance of City business, including meetings, schools, conferences or other business-related events. City vehicles shall not be used for private or personal business, except for incidental stops during travel to and from the work site.

City and/or personal vehicles operated for City business shall be operated in a safe and courteous manner at all times. City and/or personal vehicles operated for City business shall be required to comply with the laws and ordinances concerning operation of motor vehicles and rules of the road and shall not be operated by an individual using or under the influence of drugs and/or alcohol. Seat belts for the driver and any passenger must be fastened at all times.

SECTION 7. SAFETY EQUIPMENT

A. SAFETY EQUIPMENT TO BE PROVIDED OR MADE AVAILABLE

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

B. MAINTENANCE OF EQUIPMENT

1. The City shall either repair or replace such City-issued equipment where such action is necessary.

2. Employees who lose possession of or cause damage to equipment through their intentional or negligent conduct shall be subject to disciplinary action.
3. A safety employee who elects to receive City issued items of equipment shall be responsible for such items until returned to the Department.

C. DISPOSITION OF EQUIPMENT AT SEPARATION

1. Any equipment purchased and provided by the City to affected employees shall be returned to the City upon separation of employment. Upon separation, an employee may retain any equipment purchased by the employee at his/her own cost. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon.
2. An employee who honorably separates from City service may elect to purchase any of the following items of equipment which have been issued to him/her: handcuffs; a whistle; a flashlight; flashlight bulbs; a belt, including four keepers; a cartridge case; a handcuff holder; a baton ring; a key ring; a holster and a service revolver or other suitable pistol; a baton; a helmet; a safety vest, a motorcycle safety helmet; eye protective glasses; riding breeches; leather motorcycle jacket; leather gloves; and motorcycle boots.
3. All such purchases shall be purchased at the then-current replacement cost to the City for a new item at the below listed pro-rated amounts for said equipment based on the date of issuance:
 - i. 24-48 months from date of issuance at one-hundred percent (100%) of cost
 - ii. 49-96 months from date of issuance at fifty percent (50%) of cost
 - iii. 97 months or more from date of issuance at twenty-five percent (25%) of cost
4. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon. The City agrees to sell the above listed equipment only to the extent legally permissible by State, local and Federal law.

SECTION 8. SICK LEAVE

A. USE OF SICK LEAVE

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

- B. SICK-LEAVE CONVERSION OPTION:** Accrued sick leave may be converted to the equivalent amount of cash as defined under Article II, Section 8(A)(3) subject to the following conditions:

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

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

4. An employee who has completed twenty-six (26) or more years of satisfactory service with the department may elect to convert up to eighty (80) hours of sick time at a rate of fifty percent (50%) time conversion to vacation time. Converted sick time will be deducted from the total amount of seven-hundred and twenty (720) hours the employee is allowed to sell back under sub-section B.3 described above.
5. An employee who uses more than forty (40) hours of sick time within sixty (60) days of separation from the department, without prior approval or verification of illness that is satisfactory to the department, shall forfeit their right to convert unused sick time in accordance with sub-section B.3 described above.

SECTION 9. BEREAVEMENT LEAVE

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

SECTION 10. HOLIDAY LEAVE

A. HOLIDAY LEAVE EARNED

1. All affected employees shall earn fifteen point sixty-three (15.63) hours per month, not to exceed one-hundred, eighty-seven and a half (187.50) hours each year in holiday leave earned.
2. Holiday leave earned shall be capped at a maximum of four-hundred (400) hours. Affected employees shall not accrue holiday leave above four-hundred (400) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue holiday leave until such bank is reduced below the maximum accrual amount of four-hundred (400) hours.

- i. Effective the date of this Resolution, holiday leave hours earned shall be capped at the amount specified above. Any previous holiday leave hours earned above the cap will be transferred to a separate excess bank** to which employees have the ability to use down the excess hours until June 30, 2020. Any hours transferred to the excess bank will be prorated based on the employee's regular base compensation pay rate as of June 30, 2019. The City will not buy-back the value of the excess holiday leave accruals. Any remaining excess holiday leave hours after June 30, 2020 will be forfeited.

** The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.

3. These hours earned (hereinafter referred to as "holidays") are in lieu of legal holidays or other holidays. Use of such holidays shall be in increments of full workdays.

B. HOLIDAY LEAVE ACCRUAL AND USE

1. Employees may take up to two (2) holidays in advance of the time actually earned. If permanently separated from City service, the employee must repay any used but unearned holiday time equal to the value of all unearned holidays, based on his or her then current regular base compensation as defined in Article 2, Section 5.
2. Unused holiday hours shall appear on the employee's paycheck statement.

C. PAY-OUT AT SEPARATION: When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to four-hundred (400) hours of unused, accrued holidays, based on his or her then current regular base compensation as defined in Article 2, Section 5.

1. Upon twenty (20) years of full-time service or more with the Gardena Police Department, an employee may elect to have unused holidays converted to hours for at a maximum of one-hundred, eighty-seven and a half (187.50) hours per year. The maximum holiday accrual pay-off upon separation will be up to four-hundred (400) hours. Holiday buybacks within two years of service retirement will be pensionable.

SECTION 11. VACATION

A. VACATION ACCRUALS AND USE

1. Vacation time shall be available for use immediately after it has been earned.
2. When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to five-hundred and fifty (550) hours of unused, accrued vacation time, based on his or her then current regular base compensation as defined in Article 2, Section 5.
3. Vacation leave balances shall appear on the employee's paycheck statement.
4. Vacations shall be taken at a time mutually agreed upon by the City and the employees.

5. Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked.
6. After the first year of completed service, vacation shall accrue based on an eighty hour (80) pay period, regardless of the employee's work schedule.
7. Affected employees shall accrue and be allowed to carry forward into the next calendar year vacation leave according to the following schedule, unless the rate of accrual has been reduced per other provisions of this Agreement:

Years of Completed City Service	Hours Earned Per Month	Hours Earned Annually
1-4 years	9.75	117
5-9 years	14.00	168
10-14 years	16.50	198
15-19 years	18.00	216
20-25 years	10.75	129
26 years +	3.50	42

8. Vacation accruals shall be capped at a maximum of five-hundred and fifty (550) hours. Affected employees shall not accrue vacation above five-hundred and fifty (550) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of five-hundred and fifty (550) hours.
 - i. Effective the date of this Resolution, vacation accruals shall be capped at the amount specified above. Any previous vacation hours accrued above the cap will be transferred to a separate excess bank** to which employees have the ability to use down the excess hours until June 30, 2020. Any hours transferred to the excess bank will be prorated based on the employee's regular base compensation pay rate as of June 30, 2019. The City will not buy-back the value of the excess vacation accruals. Any remaining excess vacation hours after June 30, 2020 will be forfeited.

** The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.

9. Upon completing twenty-five (25) years of service, and in addition to the accrual schedule for twenty-six (26) years of service provided above, Classic Safety Members shall accrue vacation of five and a half (5.5) hours per month, not to exceed sixty-six (66) hours annually. Vacation hours accrued by Classic Safety Members from the twenty-sixth (26th) year of service shall be held in a separate bank and shall be excluded from any buy back provisions.

Such accrual bank shall be capped at a maximum of one-hundred and thirty-two (132)

hours. If the maximum accrual amount is reached, the affected Classic Safety Member shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of one-hundred and thirty-two (132) hours.

10. Upon completing twenty-five (25) years of service, and in lieu of the accrual schedule for twenty-six (26) years of service provided above, only PEPRA Safety Members shall accrue vacation of eleven and a quarter (11.25) hours per month, not to exceed one-hundred and thirty-five (135) hours annually. Vacation hours accrued by PEPRA Safety Members from the twenty-sixth (26th) year of service shall be held in a separate bank and shall be excluded from any buy back provisions.

Such accrual bank shall be capped at a maximum of two-hundred and seventy (270) hours. If the maximum accrual amount is reached, the affected PEPRA Safety Member shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of two-hundred and seventy (270) hours.

SECTION 12. MANAGEMENT LEAVE:

- A. Affected employees covered under this Resolution shall receive eighty (80) hours of Management Leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year.
- B. Management Leave will be taken at a mutually convenient time for the employee and the Department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.
- C. The value of Management Leave shall not be subject to City buy-back.

SECTION 13. FLOATING HOLIDAY: Affected employees shall not receive Floating Holiday.

ARTICLE V. LAYOFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

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

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

SECTION 2. REHIRING OF LAIDOFF WORKERS

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

ARTICLE VI. MISCELLANEOUS

SECTION 1. FAIR TREATMENT: All affected employees shall be treated in a fair, equitable and impartial manner at all times in accordance with provisions of this Resolution and all current rules, regulations, policies and procedures of the City and the Police Department.

SECTION 2. RESOLUTION: This Resolution shall take effect immediately upon adoption by the City Council.

SECTION 3. REPEALS: Any previous resolutions, agreements and/or amendments of the City Council setting the wages, hours and terms and conditions of employment for Police Managers shall be repealed, in full or in part, by the adoption of this Resolution.

SECTION 4. CERTIFICATION: That the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered in the Book of Resolutions of the City of Gardena; and shall make a record of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same was passed and adopted.

Passed, approved and adopted this 10th day of September 2019.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


PETER L. WALLIN, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6411** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the 10th day of **September, 2019**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS MEDINA AND TANAKA, MAYOR PRO TEM KASKANIAN,
 COUNCIL MEMBER HENDERSON AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Bucky Romero

City Clerk of the City of Gardena, California

(SEAL)