



MOU

MEMORANDUM
OF
UNDERSTANDING

BETWEEN THE CITY OF MANHATTAN BEACH AND THE
MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION

JANUARY 1, 2022 – JUNE 30, 2025



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CHAPTER 1 – INTRODUCTION

PREAMBLE

This Memorandum of Understanding (“MOU”) is prepared between representatives of the City of Manhattan Beach and the Manhattan Beach Police Management Association in accordance with Resolution No. 4506, the Employer-Employee Organization Relations Resolution.

ARTICLE 1: TERM

This MOU shall become effective January 1, 2022, and will continue in effect through June 30, 2025. During the period covered by this MOU, any items concerning wages, and fringe benefits provided by this MOU shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 2: RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Manhattan Beach and applicable State laws, the Manhattan Beach Police Management Association is recognized as the exclusive representative of all employees in the classifications of Police Lieutenant and Police Captain.

ARTICLE 3: TERMS AND CONDITIONS OF EMPLOYMENT

The provisions of this MOU shall constitute the wages, hours, and terms and conditions of employment for the employees during the term of this MOU. The parties recognize that past practices may be identified during the term of this MOU by either party and that such past practices (if they qualify as such under the law) are also part of the terms and conditions of employment during the term of this MOU. The parties agree that the City has the right to reopen labor negotiations during the term of this MOU regarding updating the City’s personnel rules and any City policies subject to bargaining. Any changes are subject to mutual agreement of the parties.

CHAPTER 2 – COMPENSATION

ARTICLE 4: SALARIES

- 1) Salaries: The salary ranges and steps for Police Lieutenants and Police Captains are set forth as Exhibit A to this MOU. The salary ranges attached include the following salary increases:
 - a) Effective the first day of the pay period following January 1, 2022, employees shall receive a base salary increase of 3%.
 - b) Effective the first day of the pay period following January 1, 2023, employees shall receive a base salary increase of 3%.

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- c) Effective the first day of the pay period following January 1, 2024, employees shall receive a base salary increase of 3%.
 - d) Effective the first day of the pay period following January 1, 2025, employees shall receive a base salary increase of 1.5%.
- 2) Salary Upon Promotion: Employees who promote to Police Lieutenant from Police Sergeant will be placed at the step on the Lieutenant range that provides at least a 5% compensation increase, when factoring in salary, special assignment pay (as a Sergeant), longevity, education and certification pay. Employees who promote to Police Captain from Police Lieutenant will be placed in the salary step in the Captain range that provides at least a 5% compensation increase and that is at least 5% higher than the highest paid Lieutenant at the time of promotion. If the base salary of the Lieutenant who is promoted to Captain is higher than an existing Captain, the City shall have discretion to consider an increase in base salary to the existing Captain to address the new Captain's base salary being higher than the incumbent Captain.
- 3) Salary Advancement: Employees shall be eligible to move to the next step on the salary schedule annually on the anniversary date of their hire/promotion (and each year thereafter on the same date until reaching the top step) to the rank, assuming they received a "meets standard" or above performance evaluation. Step increases will be retroactive to their anniversary date.

ARTICLE 5: EDUCATION INCENTIVE PAY

- 1) Employees who have earned a Bachelor's Degree shall receive two and one half percent (2.5%) of the employee's current base salary.
- 2) Employees who have earned a Master's Degree or have earned a Juris Doctorate shall receive an additional two and one half percent (2.5%) of the employee's current base salary (for a total of 5%). For employees hired after January 1, 2019, to receive the additional pay for a Master's degree, it must be in a subject matter that is sufficiently related to the job and approved by the Police Chief.

Employees are eligible for a maximum of 5% education pay for the above qualifying degrees, even if they have more than two qualifying degrees (e.g., two Bachelor's degrees, a Master's and a Juris Doctorate etc.). The parties agree that to the extent permitted by law, Education Incentive Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) as Educational Incentive.

ARTICLE 6: PEACE OFFICER STANDARDS AND TRAINING (POST) PAY

- 1) Any employee who receives a Supervisory P.O.S.T. certificate shall be paid an amount equal to nine percent (9.0%) of the employee's current base salary.
- 2) Any employee who receives a Management P.O.S.T. certificate shall receive an additional one percent (1%) of the employee's current base salary (for a total of 10%).

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The parties agree that to the extent permitted by law, Peace Officer Standards and Training Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) as Peace Officer Standard Training (POST) Certificate Pay.

ARTICLE 7: LONGEVITY PAY

- 1) Employees with fifteen (15) years of experience as a sworn police officer (or higher ranked sworn peace officer) shall receive three and one half percent (3.5%) of the employee's current base salary.
- 2) Employees with twenty (20) years of experience as a sworn police officer (or higher ranked sworn peace officer) shall receive an additional three and one half percent (3.5%) of base salary (total of 7%).

The parties agree that to the extent permitted by law, Longevity Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) as Longevity Pay.

ARTICLE 8: ACTING PAY

Whenever an employee in the Unit works in excess of four (4) working days in a position which is higher than their rank (*i.e.*, a Police Lieutenant works as an Acting Police Captain or a Police Captain works as the Acting Police Chief) the employee shall receive the higher of the bottom of the range for the classification in which they are acting or five percent (5%). Such pay will commence on the 5th working day after starting in the acting position. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the City will follow the law and limit the acting assignment to no more than 960 hours.

The parties agree that to the extent permitted by law, the compensation in this Article is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay for CalPERS "classic members".

ARTICLE 9: UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$700 per year, which shall be paid in bi-weekly installments. The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 10: TAKE HOME VEHICLE OR VEHICLE ALLOWANCE

Employees at the rank of Police Lieutenant shall receive either a take home vehicle or a vehicle allowance of \$200 per month. If a take home vehicle is chosen, the Police Lieutenant is subject to all of the requirements of the City Administrative Instruction/Policy on take home vehicles. In addition, the option of being able to choose a take home vehicle is only available to Police Lieutenants who live 50 miles or less from Manhattan Beach City

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limits. The policies and procedures related to use of privately owned motor vehicles by certain City employees, including Police Lieutenants, is set forth in City Policy. Once a Police Lieutenant chooses a take home vehicle, they must retain the vehicle for at least six months before they can choose to receive the vehicle allowance instead and vice versa. Notwithstanding the previous provisions in this paragraph, if a Police Lieutenant with a take home vehicle goes out on any leave for thirty (30) days or more, they shall expeditiously return the vehicle to the City and will start to receive a vehicle allowance at the beginning of the next pay period.

CHAPTER 3 – BENEFITS

ARTICLE II: RETIREMENT

- 1) For all employees, except those deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:
 - a) Retirement Formula: Per California Government Code 21362.2, also known as the 3% @ 50 plan.
 - b) One-Year Final Compensation option, “single highest year” (Government Code Section 20042).
 - c) Employee Paid Retirement Contribution: Employees shall pay the nine percent (9%) member contribution. Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.
- 2) For all employees deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:
 - a) Retirement Formula: 2.7% @ 57 retirement formula per Government Code 7522.25(d).
 - b) Final compensation based on the highest annual average pensionable compensation during the three consecutive years of employment immediately preceding the effective date of his or her retirement or some other 36 consecutive month period designated by the employee per Government Code section 7522.32(a).
 - c) Employee Paid Retirement Contribution: Such employees shall pay the higher of twelve percent (12%) or the rate which CalPERS informs the City (each year) that new members are required to pay for their employee retirement contribution. If the rate established by CalPERS (each year) is below twelve percent (12%), the remaining contribution up to twelve percent (12%) is made per Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.
- 3) The City contracts for the following additional optional benefits with CalPERS:
 - a) 1959 Survivor’s Benefit: The City’s contract with CalPERS provides the basic level of the 1959 Survivor’s Benefit per Government Code section 21571.

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- b) Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
- c) Credit for Unused Sick Leave set forth in Government Code section 20965.
- d) Post Retirement Survivor Allowance as set forth at Government Code sections 21624, 21626 and 21628.

ARTICLE 12: HEALTH INSURANCE, BENEFITS, & RETIREE MEDICAL

1) **Medical**

- a) Medical Insurance: The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA).

Employees who enroll in a CalPERS medical plan will receive a City contribution to medical insurance of 95% of the PORAC Plan premium, at the level the employee is enrolled (either single, employee with one dependent, or employee with two or more dependents). The City's contribution will be inclusive of (not in addition to) the CalPERS statutory minimum per Government Code section 22892. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.

If the plan chosen is less costly than the rates of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder of the plan chosen (5%). If an employee chooses a plan which is more costly than 95% of the PORAC premium rate, the employee will pay the difference between the actual premium and cost 95% of the PORAC premium rate for the selected coverage level.

The City shall pay any administrative fee assessed by PERS on the health care premiums up to 3.3%. Any administrative fee above 3.3% shall be paid by the employee.

- b) Opt-Out of Medical Insurance: Employees, who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market) may opt out of participation in the City's health plan.

Only employees who opt out of health insurance completely will receive a cash opt out incentive. Effective the pay period following City Council approval of this MOU, employees will be eligible for the following opt out incentive:

Employees opting out of health insurance who would have otherwise been eligible for either employee only or two-party medical coverage will receive \$2,700 per year (\$103.85 per pay period), paid biweekly as part of payroll. Employees opting out of health insurance who would have otherwise been eligible for family medical coverage (employee plus 2 or more qualified dependents) will receive an opt-out incentive of \$5,400 per year (\$207.69 per pay period), paid biweekly as part of payroll. This

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opt-out amount is taxable income and will not be considered compensation earnable (meaning it does not qualify as “special compensation” under the CalPERS regulations).

c) Affordable Care Act Minimum Essential Coverage Requirements

Employees who are able to demonstrate to the City’s satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City’s health plan. Pursuant to the present Affordable Care Act (ACA) Employer Mandate “affordability” determination, which may change, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence must be provided no earlier than a reasonable period of time before the plan year begins.

2) Dental

The City will provide coverage at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents.

3) Vision

The City shall provide a City paid vision plan for employees and eligible dependents.

4) Accidental Death and Dismemberment Insurance (AD&D)

Employees in the Unit are eligible to receive AD&D insurance as provided through and subject to the conditions of the City’s policy with The Standard. For accidental loss of life, the amount of the benefit is equal to the Basic Life Insurance coverage amount. For other covered losses, the amount of the benefit is a percentage of the AD&D insurance coverage amount.

5) Life Insurance

Employees in the Unit receive a City paid Life Insurance benefit equal to 1.5 times annual base salary up to a maximum of \$500,000.

6) **Long-Term Disability Insurance**

Employees in the Unit receive a City paid Long-Term Disability benefit which is equal to 60% of base salary (of the first \$11,667) after a 60-day waiting period. Thus, this benefit begins on the employee's 61st day off work on a long-term disability. The maximum monthly benefit is \$7,000 per month. This benefit is provided through and subject to the conditions of the City's policy with The Standard.

7) **Short-Term Disability Insurance**

Employees in the Unit are eligible to purchase a Short-Term Disability plan which is employee paid with a benefit which is equal to 60% of base salary (of the first \$11,556) after a 30-day waiting period. This benefit is optional. Payment for this benefit will be made by way of a bi-weekly payroll deduction.

8) **Deferred Compensation**

Employees are permitted to contribute pre-tax (and tax deferred) to a 457 plan set up through ICMA-RC. There are no City contributions into the 457 plan. The 457 is funded exclusively through employee contributions at their option.

9) **Employee Contribution to PORAC Medical Trust**

Employees who have passed their initial hire probationary period shall have a mandatory contribution to the PORAC Medical Trust of \$75.00 per pay period deducted on a pre-tax basis. The City shall transmit such contributions to the PORAC Medical Trust pursuant to the parties' agreement on the PORAC Retiree Medical Trust. No employee shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

10) **Retiree Medical Stipend**

In accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA), the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City.

In addition to the provision of the CalPERS statutory minimum, any employee who retires and who has a minimum of twenty (20) years of service with the City of Manhattan Beach shall receive a contribution of \$400 per month. This amount is not a designated PEMHCA contribution.

This additional contribution of \$400 will be used toward health insurance costs, unless and until the following occur:

- a) The retiree reaches 65 years of age; or
- b) The retiree becomes eligible for Medicare; or
- c) The retiree dies.

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If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional (\$400.00) retiree medical contribution.

ARTICLE 13: TUITION REIMBURSEMENT PROGRAM

All members covered under this agreement shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction. The current annual reimbursement amount for tuition and books is \$3,000.

ARTICLE 14: HOURS OF WORK/OVERTIME

- 1) **FLSA Exempt Status:** All employees in the bargaining unit are exempt from overtime per the Fair Labor Standards Act (FLSA).

- 2) **Overtime:** Notwithstanding that all employees in the unit are exempt from overtime per the FLSA, Lieutenants will receive overtime at time and one half base rate (including specialty pays, education, POST certificate, and longevity but excluding any other pay) for field operations. Field operations refers to duties related to law enforcement work in the field, including, but not limited to, rescuing crime or accident victims, preventing or detecting crimes, performing surveillance, pursuing, restraining and apprehending suspects, detaining or supervising suspected and convicted criminals, interviewing witnesses, interrogating suspects, supervising field operations at events such as Six Man, Hometown Fair, Grand Prix, MB10K, Holiday Fireworks and US Volleyball. The Lieutenants will also be compensated overtime if there is a SWAT callout requiring them to work additional hours as the commander of the SWAT or CNT Team. The overtime rate includes base wages and specialty pays including education, POST certificate, and longevity pays but excludes car and uniform allowance.

Lieutenants also receive straight time base wages for attendance at meetings, trainings and other administrative duties beyond their regular work hours.

- 3) **Work Schedule:** All Employees in the Unit shall work a 4/10. However, scheduling is the right of the Chief of Police.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 15: LEAVES OF ABSENCE

- 1) **General Leave**
 - a) **General Leave Accrual and Caps:** General Leave is provided to employees as paid time off of work for vacations and sick leave.

Accrual rates and maximum accrual levels are as follows:

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Time Employed with the City	Annual Accrual	Biweekly Accrual	Maximum Accrual
0 – 5 full years	200 hours	7.692 hours	600 hours
> 5 years to 10 full years	240 hours	9.231 hours	720 hours
>10 full years	280 hours	10.769 hours	840 hours

As indicated in the above chart, employees may accumulate up to three times their annual accrual of general leave. If an employee reaches the general leave accrual maximum, that employee will not accumulate further leave until such time that the employee’s accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.

- b) Conversion of Vacation and Sick Leave: Employees who have been promoted to an position within the unit from a position that accrues vacation and sick leave will have their existing leave accruals converted as follows:
 - 1. Vacation leave will be converted to General Leave.
 - 2. Sick leave hours will be frozen and may only be used in the following circumstances:
 - i. For any illness or non-work related injury that causes an employee to be out for ten (10) consecutive working days or more. Absences for the first ten days will initially be charged to General Leave. Following 10 consecutive working days, the General Leave will be reinstated and the sick leave will be used retroactive to the first day of the absence. Sick leave may then be used for the duration of the absence or until exhausted
 - ii. For illness or injury of any length when general leave is exhausted.

Employees who retire from the City with frozen sick leave hours will have their sick leave converted to service credit in accordance with the City’s contract with CalPERS.

- c) Use of General Leave: Accrued General Leave may be used as earned for vacation, personal time off or for any reason that would qualify for sick leave pursuant to City policy or as required by applicable law. Approval of requests to use General Leave for vacation or personal time off is at the sole discretion of the Police Chief or their designee, subject to operational feasibility and assuring continuity of services.

Employees wishing to use General Leave for vacation, personal reasons, and sick leave where advance notice is possible (e.g., prescheduled doctor’s appointments or procedures) should request such leave as far in advance as they are able, in accordance with department procedures.

Employees wishing to use General Leave for sick leave purposes in cases where such advanced notice is not possible or practical should inform their supervisor such leave is needed (e.g., “calling in sick” for themselves or a family member). Requests for General leave to be used for sick leave purposes will be reviewed and granted consistent with applicable law.

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When an employee uses general leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the general leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of general leave the City may do so.

- d) General Leave Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of accrued general leave which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the first pay period in December each year in the following year, the employee will receive cash for the amount of General Leave the employee irrevocably elected to cash out in the prior year. However, the employee's General Leave balance cannot be reduced below 80 hours. Thus, if by receiving cash for employee's General Leave, the employee's General Leave balance is less than 80 hours, the employee will receive cash (up to a maximum 120 hours) for the amount above 80 hours.

When an employee leaves City employment, the employee will be paid for their General Leave at their current base rate of pay.

2) Administrative Leave

On January 1 of each year, each employee will have administrative leave added to their administrative leave bank so that they have exactly twenty-eight (28) hours of administrative leave in their bank. Administrative leave has no cash value and cannot be cashed out. It can be used in the same manner as General Leave by requesting it of the Police Chief or their designee.

3) Holidays

- a) Employees will receive 110 hours paid holidays each calendar year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday leave bank shall be advanced the entire year's accumulation (110 hours) in the pay period including January 1st of each calendar year.
- b) When an employee separates from City employment, they will be paid for the unused pro-rata portion (*i.e.*, what they have earned to that point in the year) of the holiday leave hours for that calendar year. Any holiday leave that has been advanced (used but not accrued) will be deducted from the employee's final paycheck (if the final check is not sufficient to cover the cost of the advanced leave, the City reserves the right to collect the monies owed).
- c) Employees may use their holiday leave hours within the calendar year they are earned. At the end of the pay period that includes January 1st of each calendar year, any holiday leave not used will be cashed out, and a new leave bank of 110 hours will be added.

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1) Bereavement Leave

An employee may use up to 40 total hours of bereavement leave per calendar year for grieving, receiving counseling, making arrangements, or carrying out last wishes as a result of the death of a member of the employee's immediate family (*i.e.*, the employee's husband, wife, parent, registered domestic partner, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother in law, foster child, foster parent, grandparent or grandchild). If an employee experiences the death of more than one family member, the employee may request an exception to use additional 40 hours of bereavement leave, subject to verification and approval of the Human Resources Department.

2) Workers' Compensation Leave

Employees in the unit are eligible to receive salary continuation in accordance with Labor Code section 4850.

3) Military Leave

Employees in the unit shall enjoy military leave rights and benefits in accordance with both state and federal law.

4) Leave of Absence Without Pay

The City Manager may grant an employee of the unit a leave of absence without pay for up to one year at their discretion. Such a leave will not be granted unless the employee has exhausted all other accrued leaves. An employee who fails to promptly return from a leave without pay may be subject to termination.

5) Jury Duty

It is the City's policy to provide up to 80 hours paid leave time to full-time employees summoned for jury duty in accordance with the City Policy on jury duty. Officers summoned to appear in court for jury duty purposes shall notify their supervisor when so summoned and will be required to provide court documentation of such appearance.

CHAPTER 5 – EMPLOYER – EMPLOYEE RELATIONS

ARTICLE 16: GRIEVANCE PROCEDURE

1) Definition of Grievance

For the purposes of this section, a grievance shall be defined as a dispute between (1) an employee, group of employees, or the Association on behalf of an individual employee or group of employees, and (2) the City, regarding the application or interpretation of specific provisions of this MOU or City Personnel Rules. This procedure is not intended to discourage resolution of disputes regarding the MOU in an informal manner. Except as provided by law, the grievance procedure is the sole and exclusive method to challenge an alleged violation of the MOU.

2) Grievance Submittal

Grievances must be submitted in writing and within the proper time frames to be considered. Time limits when filing formal grievances may be extended by mutual agreement between the parties. The Grievance Procedure (whether the grievance is filed by the Association, an individual employee or a group of employees), must be initiated (which includes the informal process) within twenty (20) working days of the incident or event giving rise to the grievance.

3) Grievance Procedure Steps

a) Informal Process

The employee, a representative of the group of employees if a group grievance or a representative of the Association if filed by the Association shall first discuss the issue with an appropriate supervisor as soon as practical and in any event no later than 20 working days from the occurrence or knowledge of the occurrence of the issue. The supervisor should respond and, when appropriate, resolve the issue within 20 working days from the date of the discussion with the employee(s) and/or Association representative(s).

b) Formal Process

- i) If the grievant is not satisfied with the supervisor's response in the informal process, the grievance may be submitted for formal review in writing, stating the specific MOU or City Personnel rule that was improperly interpreted or applied and stating the specific resolution desired. The grievance shall be submitted to the Chief of Police for review within 20 working days of the supervisor's response in the Informal process. The Chief will give a written reply by the end of the tenth (10th) working day following the date the grievance was submitted.
- ii) If the grievance is not resolved in Step 1 of the formal process, the employee(s) or Association must, within five (5) working days following receipt of the Chief's written reply, present the grievance form to the Human Resources Director for further processing. The failure of the grievant to take this action will constitute a waiver of the grievance, unless time limits are extended through mutual agreement.
- iii) Within ten (10) working days of receipt of the grievance, the Human Resources Director will contact the grievant to schedule a meeting with the City Manager or their designee to hear the grievance. Either the City or the employee's(s') or Association's representative may call other employees as witnesses during the meeting.
- iv) A written decision will then be rendered within 15 working days of the hearing. The decision of the City Manager will conclude the grievance process.

ARTICLE 17: DISCIPLINE AND APPEAL PROCESS

The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the employee's performance or conduct needing to be addressed. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. All disciplinary action shall be based on the principles of just cause. Employees may be disciplined for any grounds deemed appropriate by their supervisor or the Chief of Police.

1) Disciplinary Actions Defined:

a) Oral or Written Warnings

The use of oral or written warnings is not considered disciplinary action, but may be used as a tool for supervisors to address performance problems or minor instances of misconduct. Warnings may be initiated at any time. When giving an oral or written warning, the supervisor or manager should review with the employee the specific instances and deficiencies in question, the City's standards, specific improvement needed, and expected behavior moving forward. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may respond in writing within 30 calendar days. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. When the performance evaluation is prepared for the employee, the entire contents of the supervisory file should be considered in determining the overall performance. Once the evaluation is completed and filed in the employee's personnel file, all written performance feedback prepared during the evaluation period, as well as any written response from the employee, will be removed from all City files and provided to the employee.

b) Letter of Reprimand

A Letter of Reprimand is the lowest level of formal discipline and generally is appropriate to correct an instance of a more serious circumstance or employee misconduct that does not warrant suspension or discharge, repeated instances of minor misconduct, or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take further disciplinary action unless improvement in performance is demonstrated. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action, where applicable. A copy of the Letter of Reprimand will be placed in the employee's official personnel file. The employee has the right to file a written response within 30 calendar days to be included as an attachment to the written reprimand in their personnel file. If an employee wishes to appeal a Letter of Reprimand, that appeal shall be to the Chief of Police, in accordance with the appeal procedures below.

c) Suspension

Suspension is the temporary removal of an employee from their duties without pay for up to thirty (30) calendar days.

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d) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee remains in their classification and continues to perform their regular and customary duties for the duration of the Reduction in Pay.

e) Demotion

Demotion is the movement of an employee from his current classification to a different classification with a lower salary range.

f) Discharge

Discharge is the involuntary termination of an employee from City employment for cause.

2) Pre-Disciplinary Procedure ("Skelly Meeting")

In the event disciplinary action is proposed, the Chief of Police shall provide the employee with a pre-disciplinary procedural due process meeting (Skelly) by providing written notice of the charges, proposed action and reasons for the proposed action at least 10 calendar days prior to the effective date of the proposed discipline. Written notice shall be provided within one year from the date of discovery of the misconduct (Government Code § 3304(d)). The Chief of Police shall also provide the employee with:

- a) A copy of the known materials, reports or other evidence upon which the proposed discipline is based.
- b) An opportunity to respond orally or in writing to the Chief of Police within ten (10) calendar days of receiving the notice.
 - i) Upon a showing of good cause by the employee, the Chief of Police may grant a reasonable extension of time for the employee to respond.² If the employee elects to respond orally, the presentation may be recorded by the Department and the employee.

The Chief of Police shall render a timely written decision to the employee and specify the grounds and reasons for discipline and the effective date of the discipline, if any. Once the Chief of Police has issued a written decision, the discipline shall become effective.

3) Appeal Process

Any action which qualifies as "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights Act that does not result in the loss of property (which includes a Letter of Reprimand) and any suspension up to and including three (3) days, is appealable using the following process:

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Step 1: The employee must, within five (5) working days, present the appeal to the Human Resources Director for processing. The failure of the employee to take this action shall constitute a waiver of the appeal, unless time limits are extended through mutual agreement.

Step 2: Within ten (10) working days of receipt of the appeal, the Human Resources Director will set up a meeting between the employee and their representative with the City Manager or their designee to review the issues. A written decision will then be rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

- a) "Punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights Act which includes a disciplinary action of suspension in excess of 3 days, a punitive transfer or if the result of the discipline is over three (3) days total suspension time in a 12-month period, reduction in pay, demotion, or discharge is appealable using the following process:

Step 1: The employee may appeal to an outside Arbitrator to hear the appeal by filing an appeal to the Police Chief's action within ten (10) working days. The Arbitrator will be selected from a list supplied by the State Mediation and Conciliation Services. In the event agreement cannot be reached on the arbitrator, both parties will alternately strike names from the list until only one remains. The order of striking names will be decided by a flip of the coin.

Step 2: In cases of discharge, reduction of pay, or suspension without pay in excess of five (5) days, a hearing will be granted. For suspensions of 4 or 5 days, the Arbitrator may make a decision without a hearing, after a review of the written materials submitted by all parties concerned. The City Manager may affirm, revoke, or modify the action of the Arbitrator and that decision shall be final.

The City and PMA will each pay half of the cost of appeals to an Arbitrator if the Association assists the appellant in its representative capacity or in any way financially. Shared costs shall include only those charges from the Arbitrator.

4) Retention of disciplinary documents

An employee subject to a discipline of up to a Letter of Reprimand may request that disciplinary documents be removed from the employee's personnel file after eighteen (18) months (from the date of issuance) have passed if the employee has not received any discipline in the 18 month period and they request removal in writing from the Human Resources Director.

ARTICLE 18: PROBATIONARY PERIOD

If an employee is hired into the Unit from outside the City of Manhattan Beach from a lower rank than the one they are hired into, the employee's probationary period shall be eighteen (18) months. If an employee promotes within the City of Manhattan Beach (*e.g.*, a Sergeant promoted to Lieutenant, or Lieutenant to Captain), or is hired from outside the City of Manhattan Beach at the same rank they are being hired into, the employee shall serve a probationary period of twelve (12) months.

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A probationary period may be extended for up to six (6) months upon the recommendation of the Police Chief and approval of the City Manager. Any such extension will occur prior to the expiration of the employee's probationary period.

At any time during the probationary period (including any extensions), the employee on probation may be rejected with no right of appeal. If rejected, the employee will be notified in writing and such notice will be placed in their personnel file. An employee who is rejected from probation following a promotion shall be reinstated to their former position unless the employee is terminated for cause in accordance with the Discipline article in this MOU.

ARTICLE 19: WORK STOPPAGE PROHIBITION

Prohibited Conduct

- a) The Association, its officers, agents, representative, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.
- b) This article shall not constitute a waiver by the City of its position that any work stoppages are illegal, regardless of whether or not a valid MOU is or is not in effect. Nor shall this article constitute a waiver by the Association of its rights to engage in any strike walkout, work stoppage, sick-out, blue flu, or other job actions that are allowable under the law at the conclusion of the term of this MOU or any agreed upon extensions, and to assert that these actions are lawful.
- c) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall utilize reasonable efforts to stop such conduct and immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
- d) In the event the Association carries out in good faith its responsibilities set forth in Paragraph (b) above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph (a) above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 20: GARNISHMENTS

A \$25.00 initial set-up fee and \$7.00 service charge per garnishment per payroll check shall be charged to the employee. Child support garnishments will be subject to the \$25 set up fee and \$1.00 service charge per garnishment per payroll check.

ARTICLE 21: NO SMOKING

Employees hired after September 3, 1988, must refrain from smoking tobacco or using any other tobacco substance at any time on or off duty as a condition of continued employment. This includes vaping and the use of e-cigarettes. Violation of this condition of employment shall be deemed good cause for discipline up to and including dismissal.

ARTICLE 22: DRUG TESTING PROGRAM

The City and the Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and the residents of Manhattan Beach. Employees in the unit are subject to the existing Personnel Instruction/City policy related to Drug-Free Workplace

ARTICLE 23: ASSOCIATION DUES DEDUCTION

The Association shall notify the City, in writing, as to the amount of dues required of all employees who elect to be members of the Association. The City will deduct dues from members of the Association and will remit them to the Association. Association membership dues shall be deducted by the City from the pay checks/direct deposits of such members. It is the Association's responsibility to inform the Payroll Division as to which members of the bargaining unit are members of the Association. The Association shall inform the Payroll Division in writing of any changes in the membership status of any Association members. Employee requests to cancel or change deductions shall be directed to the Association. The Association shall indemnify the City for any claims made by an employee for deductions made in reliance on that information.

ARTICLE 24: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

ARTICLE 25: MANAGEMENT RIGHTS RESERVED

1) The scope of representation does not include consideration by the City of changes in the merits, necessity or organization of any service activities provided by law or executive order and accordingly, the following determinations shall not be subject to the meet and confer process:

- a) Issues of public policy;

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- b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
- c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed.

MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION MOU

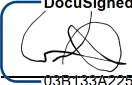
ARTICLE 26: FULL AND COMPLETE UNDERSTANDING

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

The parties hereto have caused this Memorandum of Understanding to be executed this 1st day of March, 2022.

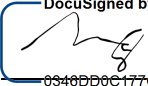
REPRESENTATIVES OF THE MANHATTAN
BEACH POLICE MANAGEMENT ASSOCIATION

REPRESENTATIVES OF THE
CITY OF MANHATTAN BEACH

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BY _____
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Andrew Enriquez
PMA President

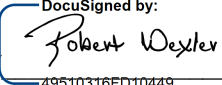
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Lisa Jenkins
Human Resources Director

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Matt Sabosky
PMA Representative

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Stephanie Swofford
Human Resources Manager

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Robert Wexler
Rains Lucia Stern St. Phalle & Silver, PC

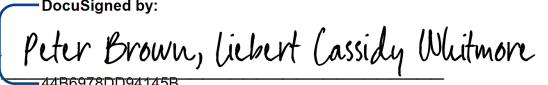
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Peter J. Brown
Liebert Cassidy Whitmore

EXHIBIT A - SALARY SCHEDULES

Effective 01/01/2022

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	13,807	14,152	14,507	14,868	15,240
Police Captain	15,116	15,504	15,901	16,309	16,727

Effective 01/14/2023

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	14,221	14,577	14,942	15,314	15,697
Police Captain	15,569	15,969	16,378	16,798	17,229

Effective 01/13/2024

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	14,648	15,014	15,390	15,773	16,168
Police Captain	16,036	16,448	16,869	17,302	17,746

Effective 01/11/2025

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	14,868	15,239	15,621	16,010	16,411
Police Captain	16,277	16,695	17,122	17,562	18,012