

RESOLUTION NO. CC-1606-039

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AMENDING AND RESTATING THE PREVIOUSLY
ADOPTED AND AMENDED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE SEPTEMBER 2, 2014**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around September 2, 2014, the City Council adopted the "Schedule of Salaries and Benefits for Central Management Employees Effective September 2, 2014," ("2014 CMT Resolution") with approval of Resolution No. CC-1409-048; and

WHEREAS, in light of the retirement of the deputy city manager on October 2, 2014, on October 6, 2014 the City Council amended the 2014 CMT Resolution to update certain provisions in Article II, Section 02, to remove the Deputy City Manager position and replace it with the position of the Director of Community Development; and

WHEREAS, on or around April 4, 2016, the City Council again amended the 2014 CMT Resolution to update certain provisions in Article I, Section 01, to designate the position of Assistant to the City Manager/HR Director as an at-will position subject to the 2014 CMT Resolution; and

WHEREAS, the City Council now desires to further amend and to restate the 2014 CMT Resolution to add the position of Director of Municipal Services as an at-will position subject to the 2014 CMT Resolution, such that Article I, Section 01 of the 2014 CMT Resolution ("Affected Employees") would be amended to include the position of Director of Municipal Services; and

WHEREAS, the City Council also desires to update the applicable salary ranges for each position subject to the 2014 CMT Resolution, to be in effect July 1, 2016, and to revise the salary range for the position of Director of Community Services; and

WHEREAS, the City Council also desires to amend Article II, Section 08 of the 2014 CMT Resolution to clarify that Affected Employees, as defined in the 2014 CMT Resolution, serve at the pleasure of the City Manager pursuant to Lawndale Municipal Code Section 2.08.090(B).

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

SECTION 1. That the "City of Lawndale Amended and Restated Schedule of Salaries and Benefits for Central Management Employees Effective September 2, 2014," a copy of which is attached hereto and incorporated herein, is approved.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2016.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Pamela L. Giamario, Assistant City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1606-039 at a regular meeting of said Council held on the 20th day of June, 2016, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
James H. Osborne					
Daniel Reid					
Bernadette Suarez					

Pamela L. Giamario, Assistant City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

**CITY OF LAWNSDALE
 AMENDED AND RESTATED
 SCHEDULE OF SALARY AND BENEFITS FOR
 CENTRAL MANAGEMENT EMPLOYEES
 EFFECTIVE SEPTEMBER 2, 2014**

ARTICLE I INTRODUCTION

Section 01. AFFECTED EMPLOYEES. This Schedule of Salary and Benefits for Central Management Employees (the "CME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Lawndale ("City"), hereinafter referred to as the "Affected Employee(s)":

- Assistant City Clerk
- Assistant to the City Manager/HR Director
- Director of Community Services
- Director of Municipal Services
- Director of Community Development
- Director of Finance/City Treasurer
- Director of Public Works

ARTICLE II SALARY

Section 01. BASIC COMPENSATION PLAN. There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. SALARY AND WAGE SCHEDULE. The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council and approved by CalPERS that all employees begin paying 4% of their employee paid member contribution. The salary tables shall be effective as indicated below:

Effective September 2, 2014:

Position	A	B	C	D	E
Assistant City Clerk	8,068	8,472	8,895	9,340	9,807
Deputy City Manager					13,520
Director of Community Services	9,340	9,808	10,298	10,812	11,353
Director of Finance/City Treasurer	9,340	9,808	10,298	10,812	11,353
Director of Public Works	9,340	9,808	10,298	10,812	11,353

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Effective October 6, 2014 until June 30, 2015:

Position	A	B	C	D	E
Assistant City Clerk	8,068	8,472	8,895	9,340	9,807
Director of Community Development	9,340	9,808	10,298	10,812	11,353
Director of Community Services	9,340	9,808	10,298	10,812	11,353
Director of Finance/City Treasurer	9,340	9,808	10,298	10,812	11,353
Director of Public Works	9,340	9,808	10,298	10,812	11,353

Effective July 1, 2015 until June 30, 2016:

Position	A	B	C	D	E
Assistant City Clerk	8,310	8,726	9,162	9,620	10,101
Director of Community Development	9,621	10,102	10,607	11,136	11,693
Director of Community Services	9,621	10,102	10,607	11,136	11,693
Director of Finance/City Treasurer	9,621	10,102	10,607	11,136	11,693
Director of Public Works	9,621	10,102	10,607	11,136	11,693

Effective July 1, 2016:

Position	A	B	C	D	E
Assistant City Clerk	8,559	8,987	9,437	9,909	10,404
Assistant to the City Manager/HR Director	8,559	8,987	9,437	9,909	10,404
Director of Community Services	8,559	8,987	9,437	9,909	10,404
Director of Municipal Services	8,559	8,987	9,437	9,909	10,404
Director of Community Development	9,909	10,405	10,925	11,471	12,044
Director of Finance/City Treasurer	9,909	10,405	10,925	11,471	12,044
Director of Public Works	9,909	10,405	10,925	11,471	12,044

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this CME Compensation Schedule or for any other required or necessary hourly rate determination, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

Employees covered by this CME Compensation Schedule shall receive, a 1% salary increase, effective January 1, 2015; and a 3% salary increase, effective July 1, 2015; and a 3% salary increase, effective July 1, 2016 (collectively, "Salary Increases"). Such Salary Increases are based upon anticipated future revenue from the State of California related to dissolution of the City's former redevelopment agency. Accordingly, such Salary Increases shall be subject to further review and amendment based on the City's ability to pay for the same without using General Fund reserves in the event the revenue currently anticipated from the State of California is not obtained by the City.

Despite the salary range above, effective July 6, 2010, the salary of incumbent Director of Finance/City Treasurer, Ken Louie was established at \$138,776 annually (\$11,565 / mo.). With the 4% salary increase due to offsetting cost related to employee CalPERS member contributions pursuant to Resolution No.

CC-1110-074 and a 1% salary increase, Ken Louie's salary was \$144,327 annually (\$12,027 / mo.). Effective July 1, 2013, Ken Louie received a 3% salary increase, bringing his salary to \$148,656 annually (\$12,388 / mo.). Ken Louie shall be entitled to those salary increases provided to other employees covered by this CME Compensation Schedule, *i.e.* a 1% salary increase to be effective January 1, 2015 (salary of \$12,513 / mo.), a 3% salary increase effective July 1, 2015 (salary of \$12,888 / mo.), and a 3% salary increase effective July 1, 2016 (salary of \$13,275 / mo.). These salaries are outside the established range for the Director of Finance/City Treasurer, and have been approved by the City Council for Ken Louie only. Future hires will revert back to the range listed in the table above.

Section 03. **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. **WORK SCHEDULES.** For the Affected Employees, the workweek shall be that specified in Rule 6.05 of the City's Personnel Rules and Regulations. The City is currently operating under a 4/10 work schedule. Said 4/10 schedule shall consist of ten (10) hours per day, four (4) days per week, Monday through Thursday.

Section 05. **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **SERVICE.** The word "service," as used in this CME Compensation Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to terminate and eliminate the accumulated length of service time of such employee for the purpose of compensation eligibility and leave accrual under this CME Compensation Schedule. Such employee reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary range in the appropriate position as the employee was at the time of the termination of employment, at the discretion of the City Manager.

Section 07. **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 08. **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to

receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article IV, Sections 1 and 2.

ARTICLE III OTHER COMPENSATION

Section 01. **LONGEVITY PAY.** All Affected Employees who have completed five (5) full years of service with the City shall receive a longevity bonus in the form of an annual lump sum payment of one hundred and fifty dollars (\$150). Those who have completed ten (10) full years of service shall receive an annual lump sum payment of four hundred dollars (\$400). Said payments shall be paid on the first payroll following the Affected Employee's anniversary date of hire.

Section 02. **CAREER DEVELOPMENT PROGRAM.** Affected Employees receiving prior written approval from the City Manager shall be eligible to receive tuition reimbursement pursuant to this CME Compensation Schedule for course work leading to or as a prerequisite for a degree or certification which is directly related to the Affected Employee's position and duties with the City.

The City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, books and parking costs, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- C. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- D. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- E. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 03. **LIMITATIONS ON TUITION REIMBURSEMENT.** No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars (\$900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars (\$1,800).

ARTICLE IV **TERMINATION**

Section 01. **SEVERANCE BENEFITS.** The City shall give an Affected Employee who is terminated for any reason other than for cause an amount equivalent to thirty (30) calendar days of pay at the employee's then-current rate of pay ("severance benefit"), together with other vested benefit(s) as specifically provided for in this CME Compensation Schedule. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services.

Section 02. **SOLE AND ENTIRE BENEFITS.** The foregoing Article IV, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

Section 03. **TERMINATION FOR CAUSE.** In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit, including that provided for in Article IV, Section 1, other than those vested benefits required by law.

ARTICLE V **STAFF DEVELOPMENT**

Section 01. **TRAINING AND DEVELOPMENT.** Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive one hundred twenty-five dollars (\$125) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business. However, if an Affected Employee uses his/her personal automobile in the course of special meetings and conferences, and travels over one hundred (100) miles in any one trip, that employee shall be reimbursed for mileage exceeding one hundred (100) miles at the then-current rate as established by the Internal Revenue Service.

Section 03. **REGISTRATION AND LODGING.** The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

Section 04. **MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed thirty-five dollars (\$35) per day. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee

indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

Section 05. **REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

ARTICLE VI **VACATION LEAVE**

Section 01. **VACATION ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the following formula:

- A. 6.7 hours for each month through the first (1st) year of employment (80.4 hours annually).
- B. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment (120.0 hours annually).
- C. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment (159.60 hours annually).
- D. 15.0 hours for each month beginning with the tenth (10th) and subsequent years of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by an Affected Employee only at the end of the month in which the employee was in the service of the City. If an Affected Employee's first day of employment occurs prior to the sixteenth (16th) of any calendar month, then vacation leave shall be accrued for that month. If an Affected Employee's first day of employment occurs on or after the sixteenth (16th) of the month, then vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month, then no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month, then the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month, then the higher rate shall begin with the first (1st) day of the following month.

Section 02. **MAXIMUM VACATION ACCRUAL.** An Affected Employee may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. When an Affected Employee has reached this maximum accrual, then the employee shall cease to accrue vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 03. **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability

of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

No Affected Employee shall be eligible to utilize accrued vacation leave during the first six (6) months of initial full-time service with the City.

Section 04. **CONVERSION OF UNUSED VACATION TO CASH.** All vacation leave accrued and unused above two hundred forty (240) hours may be converted into cash payment at the Affected Employee's then-current salary rate at time of cash out, but no Affected Employee shall request to cash out more than two hundred forty (240) hours in any one (1) fiscal year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 05. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VII **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

Section 02. **HOLIDAY ON AUTHORIZED LEAVE DAY.** Should one of the regularly scheduled holidays fall during an Affected Employee's vacation period, or while such employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accrued vacation or other authorized leave time.

In order to be eligible to receive holiday pay, an Affected Employee must have worked, or be deemed to have worked as provided above, such employee's regular scheduled day both before and after the holiday.

ARTICLE VIII **OTHER LEAVES**

Section 01. **FAMILY LEAVE OF ABSENCE.** The City will grant Affected Employees leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103 and/or Government Code Section 12945.2, as applicable.

Section 02. **MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. Any Affected Employee entitled to military leave shall provide the City Manager an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, said employee shall notify the City Manager of such leave at least ten (10) working days in advance of the beginning of such leave.

Any Affected Employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall contribute to such employee's health, dental, and vision insurance plans, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 03. **JURY DUTY.** Any Affected Employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Such employee shall notify the City Manager of the dates of the jury duty upon receipt of the court notice regarding the same. Such employee shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled workday. Such employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence.

Section 04. **WITNESS IN COURT.** Any Affected Employee subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal on a matter directly related to the employee's officially assigned duties with the City shall be granted leave with pay during the time such employee is appearing as a witness. The employee shall notify the City Manager of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

This provision does not apply to circumstances where the employee is a criminal defendant in a court case.

Section 05. **EMERGENCY/BEREAVEMENT LEAVE.** On the death or medical emergency of an Affected Employee's spouse, domestic partner as defined by California law, natural or adopted child, stepchild, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, or other relative living in the same household, the employee shall be granted emergency/bereavement leave for a period not to exceed forty (40) hours.

Section 06. **ADMINISTRATIVE LEAVE.** An Affected Employee shall be granted eighty nine (89) hours of administrative leave with pay each fiscal year (July 1 to June 30). Employees hired during the fiscal year period shall have administrative leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment.

Section 07. **ACCRUAL OF LEAVE TIME.** An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined administrative and floating holiday leave time. Affected Employees may cash out up to forty (40) hours of administrative and/or floating holiday leave time per fiscal year, in effect, reducing the balance of their respective leave time. Cash out may occur once during a given fiscal year with reasonable notice.

Section 08. **FLOATING HOLIDAY.** The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off. If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater. Use of Floaters is subject to the approval of the City Manager and to be coordinated within each department to ensure adequate staffing at all times.

ARTICLE IX **SICK LEAVE**

Section 01. **SICK LEAVE ELIGIBILITY.** An Affected Employee shall be eligible to accrue sick leave with pay as provided for in this CME Compensation Schedule. Sick leave shall be utilized solely during periods of illness of such employee, to allow such employee to accompany such employee's spouse, domestic partner as defined by California law, natural or adopted child, brother, sister, parent, stepparent, stepbrother or stepsister to medical or hospital appointments or emergencies.

The City Manager, in his/her discretion, may permit an Affected Employee to utilize sick leave for other medically related issues of the Affected Employee or of a family member not listed above.

Nothing in this Section shall prohibit an Affected Employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 02. **SICK LEAVE ACCRUAL.** Affected Employees shall accrue ten (10) hours of sick leave on the first day of each month.

Newly hired Affected Employees shall be deemed to have accrued forty-eight (48) hours of sick leave time on the date of initial hire as an advance against subsequent accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of continuous employment.

An Affected Employee may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. When an Affected Employee has reached this maximum accrual, the employee shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

Section 03. **REPORTING OF SICK LEAVE.** An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day the employee returns to work indicating the date, times and nature of illness.

All reported sick leave shall be accounted for on a minute for minute basis, relative to the employees' work schedule.

The City Manager, in his/her sole discretion, may require an Affected Employee to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 04. **CONVERSION OF ACCRUED SICK LEAVE.** On August 1 of each calendar year, an Affected Employee may convert up to sixty (60) hours of accrued sick leave to cash at the employee's then-current hourly rate of pay on an hour for hour basis. After the conversion, an Affected Employee shall be required to have forty (40) hours of accrued sick leave remaining.

Payment of sick leave converted to cash shall be on the first regular City payroll in September.

Section 05. **SICK LEAVE UPON SEPARATION.** An Affected Employee who has been employed by the City for at least five (5) full years of continuous employment shall be entitled to convert one-half (1/2) of any accrued and unused sick leave time to vacation leave at an hour for hour exchange. The Affected Employees employed by the City for less than five (5) full years of continuous employment shall have no right to convert accrued and unused sick leave.

Section 06. **CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.** Upon voluntary retirement and after a minimum of ten (10) years' service, an Affected Employee may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining and an Affected Employee may take said hours as paid leave before the retirement date.

ARTICLE X **HEALTH BENEFITS**

Section 01. **MEDICAL BENEFITS.** Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

Section 02. **FLEXIBLE BENEFITS PLAN.** The City shall also provide a flexible benefit plan as follows:

- A. The Flexible Benefit Contribution per month per full time employee shall be One Thousand One Hundred Eighty Dollars and Thirty-six Cents (\$1,180.36). The Flexible Benefit Contribution for Affected Employees will be increased to an amount equal to one hundred dollars (\$100) more than the amount approved for Mid-Management Employees in the event the City increases the Flexible Benefit Contribution amount for Mid-Management Employees. Employees who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program.

- B. The flexible benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations will be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Affected Employees may allocate any remaining amount of flexible benefit among the following City sponsored programs:
1. Dependent insurance
 2. Additional life insurance
 3. Deferred compensation
 4. Section 125 Program
- C. The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:
1. The City shall contribute the full amount of the premium for employee for a \$100,000 term life insurance.
 2. The City shall contribute the full amount of the premium for employee for long-term disability insurance.
 3. The City shall contribute the full amount of the premium for employee for an employee assistance program.

Section 03. **SECTION 125 PROGRAM.** The City currently provides a Section 125 Program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs as may attend participation will be paid by the Affected Employee.

Section 04. **RETIREE PARTICIPATION.** Retirees who have retired under a CalPERS retirement program after a minimum of five (5) years of continuous full-time employment with the City, shall be eligible to participate in the CalPERS medical program. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Effective on the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees hired after that date, and who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Section 05. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE XI **RETIREMENT PROGRAM**

Section 01. **CALPERS MEMBERSHIP.** The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service
- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

Section 02. **PARS MEMBERSHIP.** Pursuant to Government Code Section 53216, *et seq.*, the City has agreed to participate in the Public Agency Retirement Services Trust Program ("PARS"), effective July 1, 2007, with respect to the Affected Employees. Accordingly, the City shall pay, on behalf of each eligible Affected Employee, an amount necessary to fund the employee's share of the required contribution for a retirement enhancement plan and shall enter into a contract with PARS to provide a 1% at 55 retirement enhancement. The guidelines for participation, amounts funded, and other participation related policies shall be incorporated into an agreement between the City and PARS. To participate in the City's PARS program, an Affected Employee must have been employed for no less than two years as a central management employee, upon which enrollment would be retroactive to the Affected Employee's hire date as a central management employee, provided such plan is allowable by PARS. This plan is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the foregoing section.

To comply with the provisions of PEPRA, PARS shall not be available to any Affected Employee hired on or after January 1, 2013.

Section 03. **DEFERRED COMPENSATION AVAILABLE.** The City shall make available to all Affected Employees a deferred compensation program under the International City Management

Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the employee or for use of an Affected Employee as provided in Article X herein.

The City's deferred compensation match program shall be as follows: an Affected Employee contribution of up to \$7,750 shall be matched with up to \$7,750 by the City, such that the City matches one dollar for every dollar contributed by an Affected Employee.

ARTICLE XII EFFECTIVE DATE

Section 01. EFFECTIVE DATE AND AMENDMENTS. Unless otherwise noted in the provisions above, this CME Compensation Schedule shall be effective as of September 2, 2014 and may be amended or modified and provisions hereof may be superseded, and the City Council retains the right to change the benefits contained herein, including accrual rates, by resolution of the City Council, except as expressly provided in this Section. Any vested leave accrued by an Affected Employee shall remain vested to the employee and shall not be changed or altered by the City.