

RESOLUTION R21-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, SETTING FORTH TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE MANAGEMENT EMPLOYEES.

THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA RESOLVES:

SECTION 1. TERM

This Resolution shall cover the period commencing February 1, 2021 and ending June 30, 2021.

SECTION 2. CLASSIFICATIONS

This Resolution shall cover the following classifications:

Police Captain

Police Chief

SECTION 3. COMPENSATION

3.1 Basic Salary Schedule.

- (a) The schedule of salary ("Salary Schedule") ranges set forth in Appendix A, attached hereto, constitutes the compensation plan for the covered classifications.
- (b) Salaries prescribed are monthly rates.
- (c) Monthly salaries or compensation shall be payable in two equal bi-weekly installments.

3.2 Application of Compensation Plan.

The Salary Schedule with such amendments as may be adopted by the City Council from time to time, shall have the force and effect and shall be interpreted and applied as follows:

- (a) The salaries are fixed on the basis of full-time service.
- (b) The salaries prescribed shall be deemed to include pay in every form, except for necessary expenses authorized and incurred incidental to employment or except as herein provided.
- (c) When the salary range is revised upward or downward, the City may adjust the incumbent employees' salaries in accordance with such change.
- (d) All monthly compensation shall be paid in even dollars rounded off to the nearest even dollar.

- (e) Chief of Police Performance-based retention incentive. The Chief of Police and City Manager shall jointly develop annual performance goals, which the City Manager shall use to evaluate the performance of the Chief of Police annually.

In order to encourage retention, should the Chief of Police demonstrate at least satisfactory performance in the execution of their job in the prior 12 month period as determined by the City Manager, the City shall provide the Chief of Police one-time payments that shall not exceed the following amounts:

- 3% of base compensation after one (1) year of service in class
- 4% of base compensation after two (2) years of service in class
- 5% of base compensation after three (3) years of service in class.

The retention bonus shall be payable no more frequently than once every 12 months.

- (f) Police Captain Merit Adjustment. An adjustment may be approved by the direct supervisor with the concurrence of the City Manager for recognition of performance based on and through the standard evaluation process. Guidelines for recognizing performance for merit adjustments will be based on the following:

Personnel under top of range (meritorious of an adjustment) may receive one-time checks as “special compensation.”

Recognition for performance based merit adjustments from the pool of funds will typically be commensurate with the following scale:

- 0% for satisfactory performance
- 1% - 2% for above average performance
- 3% - 4% for exceptional performance

3.3 Education Incentive.

Police Captains who have completed two (2) years of service with the City and possess a Baccalaureate degree shall receive an additional ten percent (10%) above base salary.

3.4 Clothing Allowance.

The City shall pay \$825 per year to employees to be used as a clothing allowance.

The City shall make such payment in two equal installments, in the first full pay periods in January and July respectively.

3.5 Vehicle.

Employees shall each receive a City unmarked police vehicle for use during the regular course of their duties.

3.6 Cellular Phone Allowance.

Police Captains shall receive a City-issued cellular phone for business-related use.

The Chief of Police shall receive at their option a City-issued cellular phone or a cellular phone allowance in the amount of up to \$60.00 per month.

SECTION 4. INSURANCES

4.1 Health and Insurance Benefits.

- (a) During the term of this Resolution, the City will contribute no more than \$1,523 per month on behalf of employees toward the employees' purchase of medical, dental, vision and life and accidental death and dismemberment, insurance programs. Any related expenses incurred by the employee in excess of the cap shall be the obligation of the employee.
- (b) An employee may waive receipt of the City's contribution towards the their purchase of medical, dental, vision and life and accidental death and dismemberment, insurance programs, if the employee can demonstrate that they and their covered dependents are or will be covered by another health care plan. If the employee elects to waive such contribution and health care coverage, the employee must execute a waiver certifying to their coverage and their covered dependents' coverage under another health care plan and providing the name of the health insurance company and the policy number. The waiver of receipt of the City's contribution will not entitle the employee to cash or any consideration in lieu of the receipt of such contributions from the City.
- (c) The City shall make available to employees an Optical Insurance Program. The City shall pay 100% of the insurance premium for the employee only. Dependent coverage shall be made available with 100% of the insurance premium paid by the employee.
- (d) The City shall make available to employees a short and long term disability insurance program. The City shall pay 100% of the insurance premium.
- (e) Employees who at the time of separation from employment with the City retire from CalPERS may continue individual coverage under the City's medical, dental, and vision plans, at their own expense subject to the agreement and conditions of the carrier(s).
- (f) Employees shall be allowed an annual physical examination to be paid by the City in an amount not to exceed \$200 annually.

4.2 Medicare.

- (a) Employees hired on or after April 1, 1986 shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any portion thereof.
- (b) In the event the City and its employees are required to participate in the Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

SECTION 5. DEFERRED COMPENSATION

- (a) The City shall make available to employees a Deferred Compensation Plan. Employees may choose to make contribution to this plans (currently ICMA-RC 401a and 457 plans).
- (b) The City shall contribute a monthly amount of \$1,500 toward the Deferred

Compensation Plan of the Chief of Police only. The City's contribution toward the Chief of Police's Deferred Compensation Plan is not part of the Chief of Police's salary and does not constitute pensionable compensation.

SECTION 6. RETIREMENT PROVISIONS

6.1 In-Service Retirement.

Employees shall receive the same retirement benefits as other sworn members, which shall include the following:

Classic Members

Unless an employee is deemed a "new member" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following terms shall apply to employees' retirement benefits and contributions:

- a) The retirement plan between the City and CalPERS provides for the "3% at 50" retirement formula for all eligible Classic Members hired on or before January 1, 2013.
- b) The City has contracted with CalPERS to provide the "single highest year" final compensation formula for safety Classic Members.
- c) Each employee will pay one hundred percent (100%) of their statutorily required member contribution.
- d) In addition to the statutorily-required nine percent (9%) of compensation earnable member contribution, the Chief of Police shall pay an additional three percent (3%) of compensation earnable towards the employer contribution, for a total contribution of twelve percent (12%) of compensation earnable.

New Members

If an employee is a deemed "new member" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:

- a) The retirement plan between the City and CalPERS provides for the "2.7% at 57" retirement formula for all eligible New Members hired after January 1, 2013.
- b) For the purposes of determining an employee's retirement benefit, final compensation shall mean the highest average pensionable compensation earned during thirty-six (36) consecutive months of service.
- c) Each active safety member who is deemed a "New Member" shall pay fifty percent (50%) of the total normal cost of the retirement benefit, which will fluctuate from time to time as the amount is determined by CalPERS.

1959 Survivor Benefit Program

The City and CalPERS have contracted to provide survivor benefits to eligible survivors of covered members who die before retirement. The City will continue to offer survivor benefits to eligible personnel, including the Chief of Police, although the Chief of Police shall be 100% responsible for the employee contributions toward the benefit plan.

6.2 Retiree Medical Insurance.

The City shall pay a maximum of \$275 per month as a retiree health stipend to employees who retire pursuant to a service retirement after completing twenty (20) years of service with the City of Palos Verdes Estates. A retiree may continue on the City's medical insurance plan throughout the applicable COBRA period or obtain medical insurance elsewhere during such period.

Thereafter, the retiree shall obtain medical insurance elsewhere.

The retiree shall be reimbursed monthly effective the first date of the month after retirement date. The retiree must submit proof of insurance upon date of retirement and each July 1 thereafter in order to continue to receive Retiree Health stipend. Retiree is obligated to report any lapses of coverage to the City which may temporarily or permanently forfeit the Retiree Health stipend. Upon notice of lapses or termination of coverage, the City may not pay the monthly stipend until proof of insurance is received and insurance is current. This benefit is available until such time as the retiree is eligible for Medicare benefits.

SECTION 7. LEAVE PROVISIONS

7.1 Vacation.

Every full time employee shall be allowed vacation leave with pay at the rate of ninety-six (96) hours each year. No vacation shall be given during the first year of employment, but on successful completion thereof, vacation time shall be allowed for time of service rendered. Should an employee leave the City service prior to the completion of one year,

Full-time employees shall accrue an additional eight (8) hours of vacation per year of service following the completion of five (5) consecutive years in the City service, but in no event shall annual accrual ever exceed a maximum of one hundred-sixty (160) hours per year.

Years of Service			
Greater than:	Less than or equal to:	Vac. Hours/Month	Vac. Hours/Year
1 full year	5 full years	8	96
5 full years	6 full years	8.667	104
6 full years	7 full years	9.333	112
7 full years	8 full years	10	120
8 full years	9 full years	10.667	128
9 full years	10 full years	11.333	136
10 full years	11 full years	12	144
11 full years	12 full years	12.667	152
12 full years		13.333	160

It is the general policy of the City that vacations be taken during the year following the year earned. Vacations shall be scheduled so as not to interfere seriously or impair the efficiency of the various departments and when determined to be in the best interest of the City.

Earned vacation time shall not be accumulated beyond the year following the year which it is earned. At no time may the employee have a total balance of vacation days in excess of two times his or her current annual maximum permissible accrual for the year in question.

Employees who separate from City service due to resignation, retirement, lay-off or termination, and possess a balance of earned, but unused vacation shall be paid for such full days of vacation remaining due on the effective date of such separation.

Holidays occurring during a vacation shall not be counted as a day of vacation.

7.2 Holidays.

(a) The City of Palos Verdes Estates observes the following nine (9) holidays:

1. January 1 – New Year’s Day
2. Third (3rd) Monday in February – Presidents’ Day
3. Last Monday in May – Memorial Day
4. July 4 – Independence Day
5. First Monday in September – Labor Day
6. November 11 – Veterans’ Day
7. Thanksgiving
8. Friday following Thanksgiving
9. December 25 – Christmas Day

(b) If any of the foregoing holidays fall upon a Sunday, the Monday following shall be observed as a holiday. Holidays falling on Saturdays shall be observed on the preceding Friday. Holidays falling on the employee’s regularly scheduled day off may not be credited.

(c) After one (1) year in City service, employees shall be credited with three (3) floating holidays. The employee shall be permitted to accrue three (3) floating holidays for one (1) year following the year in which earned, not exceed six (6) days.

7.3 Sick Leave with Pay.

(a) Employees shall be granted eight (8) hours of sick leave with pay for each calendar month of service on the submission of satisfactory proof of the necessity of sick leave.

(b) When employees are sick and unable to report for work, they shall notify their supervisor of their inability to report for work as soon as possible.

(c) No employee is entitled to receive any sick leave with pay until the employee has been continuously employed for a period of three (3) months (R15-32). Upon satisfactory completion of this three (3) month period, the employee shall be credited with six (6) days of sick leave.

(d) Except as may be required by law, sick leave shall not be considered as a right that an employee may use at the employee’s discretion, but shall be granted only in case of a bona fide illness of the employee, child, parent, or spouse (a relative’s illness). Except as may be required by law, employees may only use in any calendar year a maximum of forty-eight (48) hours of sick leave to attend to a

relative's illness. In the case of a death or serious illness of a member of the employee's immediate family, compassionate sick leave may be granted to a maximum of five (5) days upon the approval of the City Manager. Immediate family shall include an employee's mother, father, sister, brother, husband, wife, domestic partner, children, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Compassionate sick leave shall be deducted from the employee's sick leave days. Three (3) paid bereavement days shall not be deducted from the employee's sick leave days.

- (e) Holidays occurring during sick leave shall not be counted as a day of sick leave.
- (f) Sick leave may not be granted unless the request for such sick leave credit is accompanied by a physician's written certification as to the necessity thereof. The City Manager may, in his/her discretion, waive the requirement, if in his/her opinion, the reported illness or injury is bona fide.
- (g) No payment shall be made for accumulated sick leave at the time of termination of employment, except upon honorable retirement.
- (h) Upon honorable retirement from employment, employees shall be entitled to receive a payment of 75% of accumulated sick leave above 650 hours.

7.4 Administrative Leave.

- (a) Administrative Leave may be used at any time during the year with prior approval of the City Manager, with the exception that employees may not use Administrative Leave for which he/she has not yet been credited. Administrative Leave must be used in the year in which it is credited; otherwise it is forfeited. At the time of the employee's termination, any Administrative Leave remaining for the year is forfeit; there is no compensation.
- (b) The Chief of Police shall be afforded up to one-hundred and eight (108) hours of Administrative Leave annually.
- (c) Police Captains receive fifty-four (54) hours of Administrative Leave annually.

SECTION 8. HOURS OF WORK

- 8.1 Employment and monthly compensation is based upon a forty (40) hour workweek. Any foreseeable absence or other deviation from regular working hours desired by an employee shall be cleared in advance through their supervisor.
- 8.2 The duties of police management employees may require that such employees work in excess of eight (8) hours per day and/or forty (40) hours per week. For the purposes of the Fair Labor Standards Act ("FLSA"), employees covered by this resolution are "exempt" employee. Exempt employees are not entitled to overtime compensation under the FLSA.

SECTION 9. MISCELLANEOUS PROVISIONS

- 9.1 Incompatible Activities.

Employees shall not engage in any occupation or outside activity which is incompatible with his or her employment by the City.

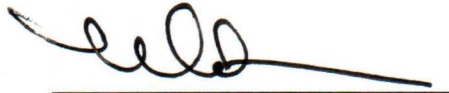
Police Captains shall inform the Chief of Police of the time required and the nature of such activity and the Chief of Police shall determine whether or not such activity is incompatible with City employment. Such approval shall be in writing.

The Chief of Police shall inform the City Manager of the time required and the nature of such activity and the City Manager shall determine whether or not such activity is incompatible with City employment. Such approval shall be in writing.

SECTION 10. CERTIFICATION

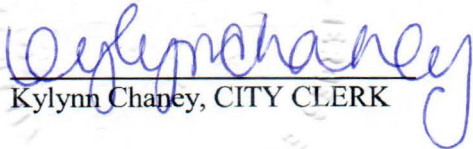
The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED on this 13th day of April, 2021.



Michael Kemps, MAYOR

ATTEST:



Kylynn Chaney, CITY CLERK

APPROVED AS TO FORM:



John Cotti, CITY ATTORNEY

APPENDIX A
SALARY SCHEDULE FY 2020-2021

Effective 02/01/2021

Chief of Police	\$13,819 - \$17,060
Police Captain	\$9,851 - \$12,563

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF PALOS VERDES ESTATES)

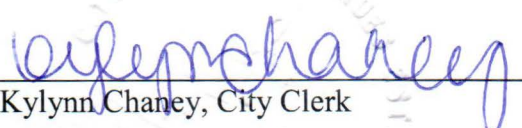
I, Kylynn Chaney, City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R21-16** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 13th day of April 2021, by the following vote:

AYES: COUNCILMEMBERS: Murdock, Roos, McGowan, Lozzi, Kemps

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBER: None


Kylynn Chaney, City Clerk

