

RESOLUTION R11-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, SETTING FORTH POLICIES AND PROCEDURES WITH REFERENCE TO THE CLASSIFICATION AND COMPENSATION OF MANAGEMENT AND CONFIDENTIAL POSITIONS WITHIN THE PALOS VERDES ESTATES CITY SERVICE.

THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA DOES RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. TERM

This Resolution shall cover the period commencing July 1, 2011 and ending June 30, 2014

SECTION 2. COMPENSATION

2.1 Basic Salary Schedule

- (a) The schematic schedule of salary ranges and steps listed constitutes the compensation plan
- (b) Salaries prescribed are monthly rates. In those positions where it is more appropriate to pay on an hourly or daily basis, the hourly and daily rates shall be shown.
- (c) Salaries or compensation shall be payable for all positions in two equal bi-weekly installments.
- (d) Monthly base salaries paid to represented employees shall be as set forth in Appendix "A".

{Appendix A is attached}

2.2 Application of Compensation Plan

The Salary Schedule for the respective classes of positions as set forth in Attachment "A" 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 or rates of compensation are fixed on the basis of full-time service in full-time positions unless otherwise designated.

- (b) The rates of pay 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) Where a salary range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative rate in the new range.
- (d) All monthly compensation shall be paid in even dollars rounded off to the nearest even dollar.
- (e) Effective July 1, 2011, the base salary ranges are shown in "Appendix A". This and subsequent attachments reflect the following adjustments:
 - Effective July 1, 2011 – June 30, 2012 a 2.50% across the board salary increase as listed in "Attachment A".
 - Effective July 1, 2012 – June 30, 2013, a 2.50% across the board salary increase as listed in "Attachment B".
 - Effective July 1, 2013 – June 30, 2014, a 3.0% across the board salary increase as listed in "Attachment C".
- (f) Salary increases for any incumbent may be withheld if the supervisor so recommends, and the City Manager concurs.

2.4 Education Incentive

- (a) 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.

2.5 Shooting Pay

The City Treasurer is authorized to pay members of the Police Department whose duties are those of regular Police Officers, additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with rules adopted by the Chief of Police (Section 2.12.040 of the Code of the City of Palos Verdes Estates, California). Upon certification by the said Chief of Police to the City Treasurer that any such member has qualified as indicated to receive the additional compensation herein set forth. Such additional compensation for Sworn Police Management shall be paid in accordance with the Palos Verdes Estates Police Officers' Memorandum of Understanding (Section 2.11).

2.6 Clothing Allowance

- (a) The City Treasurer shall pay \$750 per year to each regular full-time member of the Police Department in accordance with the Palos Verdes Estates Police Officers' Memorandum of Understanding (Section 2.12).

2.7 Books and Tuition Reimbursement

- (a) Employees who have worked for the City for two (2) years or more shall be eligible for reimbursement as follows: Reimbursement shall not exceed the resident tuition fee for seven (7) or more units charged by the California State University, Long Beach; and shall be payable for courses taken at an approved college or university upon completion of said course or courses with a final passing mark of "C" or better or the equivalent of "C" or better. Course or courses shall be related to the class of positions in which he or she is employed, and shall be approved by the Chief of Police and the City Manager prior to registration or enrollment. The City Manager and Chief of Police shall determine what constitutes "course or courses related to class of positions".
- (b) The difference between tuition actually incurred and tuition charged by California State University, Long Beach, for seven (7) units or more shall apply to books purchased.
- (c) With the approval of the Chief of Police, a member may be reimbursed for tuition costs for courses taken in foreign languages deemed necessary to the proper operation of the Police Department. The courses must result in a proficiency such that the member is able to use the language in the performance of his/her duties as may be required. These courses do not need to be undertaken at an approved college or university.
- (d) There shall be no tuition buy back.

2.14 Exempt and Non-Exempt Status

- (a) Department Managers and/or Supervisors shall be classified as "exempt, Management/Confidential." An exempt employee meets one or more of the duties test exemptions from overtime under the Fair Labor Standards Act (FLSA) and is paid on a salary basis, meaning he/she is compensated in a predetermined amount that is not reduced, regardless of quality or quantity of actual work performed. An FLSA-exempt employee is not entitled to overtime compensation.
- (b) All non-management level employees shall be classified as "non-exempt, confidential employees." As such, an employee who is non-exempt, shall be entitled to overtime under the FLSA regulation. Overtime shall be compensated at

the rate of time and one-half for overtime, or in lieu thereof, take compensatory time off at a time approved by the Department Head or Supervisor.

SECTION 3. INSURANCES

3.1 Health and Life Insurance Benefits

- (a) During the term of this Resolution, the following represent the maximum dollar cap the City will contribute on behalf of an employee toward the purchase of medical, dental, vision and life and accidental death and dismemberment, insurance programs and any amount in excess of the cap shall be the obligation of the employee:

Effective July 1, 2011	\$1,150/month
Effective July 1, 2012	\$1,185/month
Effective July 1, 2013	\$1,210/month

- (b) The City shall make available to full time employees an Optical Insurance Program. The City shall pay 100% of the insurance premium for employees only. Dependent coverage shall be made available with 100% of the insurance premium paid by the employee.
- (c) The City shall make available to employees a Deferred Compensation Plan. The City shall not contribute any amount toward any employee account of such plan.
- (d) The City shall make available to full time employees a short and long term disability insurance program. The City shall pay 100% of the insurance premium.
- (e) Employees who thereafter, at the time of their termination from City employment, retire under the City's P.E.R.S. retirement program may continue individual coverage under the City's medical, dental, and vision plans, at the retiring employee's cost subject to the agreement and conditions of the carrier(s).
- (f) Members of Sworn Police Management shall be allowed an annual physical examination to be paid by the City in an amount not to exceed \$200 annually.

3.2 Medicare

- (a) Employees hired by the City 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 other employees are required to participate in the Federal 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 4. RETIREMENT PROVISIONS

4.1 In-Service Retirement

- (a) All sworn members shall be covered by the Public Employees Retirement System's (PERS) "3% at 50" Plan.
- (b) All non-sworn members shall be covered by the Public Employees Retirement System's (PERS) "2% at 55" Plan.
- (c) The City shall pay the nine percent (9%) employee's contribution to the PERS retirement program on behalf of all sworn employees. The City shall pay the seven percent (7%) employee's contribution to the PERS retirement program on behalf of all non-sworn employees.
- (d) The PERS 1959 Survivor Benefit, Level C, shall be provided to all City employees who participate in PERS. All Non-sworn employees must contribute toward this benefit in collaboration with a contribution from the City. City shall pay the employee's contribution toward the benefit for all Sworn Police Management personnel.
- (e) All employee contributions on behalf of the employee shall be deposited in the member's retirement account.

4.2 Single Highest Year.

The City shall contract with PERS to provide the "single highest year retirement compensation formula."

4.3 Retiree Medical Insurance

The City shall pay a maximum of \$275 per month toward a medical insurance premium to City employees who retire pursuant to a service retirement for "retiree only" coverage after completing twenty (20) years of City service. A retiree may continue on the City's medical insurance plan throughout the tenure of COBRA or obtain medical insurance elsewhere during such period. Thereafter, the retiree shall obtain medical insurance elsewhere. During any time that the retiree obtains medical insurance from a source other than the City's medical insurance, the retiree shall be reimbursed semi-annually, in arrears, upon submittal of proof to City such medical insurance was in effect for the previous six (6) month period. Retiree has the option of adding his or her spouse to the insurance coverage, which is to be paid entirely by the retired employee. This benefit is available until such time as the retiree is eligible for Medicare benefits.

SECTION 5. LEAVE PROVISIONS

5.1 Vacation

- (a) Every full time employee shall be allowed vacation leave with pay at the rate of ninety-six (96) hours each year. For all Police Management employees, there shall be no vacation given during the first year of employment. For all others affected by these terms, there shall be no vacation given during the first six (6) months 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 six months, he/she shall not be entitled to be paid for vacation credits earned during his/her employment.
- (b) 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.
- (c) Earned vacation time shall not be accumulated beyond the year following the year which it is earned. At no time may an employee have a total balance of vacation days in excess of two times his or her current annual accrual rate.
- (d) Full time employees shall begin to accrue eight (8) additional hours of vacation following the completion of five (5) consecutive years in the City service, and eight (8) additional hours of vacation for each completed year of service beyond five (5) years, not to exceed a maximum of one hundred-sixty (160) hours per year.
- (f) An employee about to resign, about to retire, or who is said to be laid off, and who has earned vacation to his credit, shall be paid for such full days of vacation remaining due on the effective date of such resignation, retirement, or lay-off provided he/she has completed one full year of employment.
- (g) Holidays occurring during a vacation shall not be counted as a day of vacation.

5.2 Holidays

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

JANUARY 1ST, (NEW YEAR'S DAY)

THE THIRD MONDAY IN FEBRUARY (WASHINGTON'S BIRTHDAY),

THE LAST MONDAY IN MAY (MEMORIAL DAY),

JULY 4TH, (INDEPENDENCE DAY)

THE FIRST MONDAY IN SEPTEMBER (LABOR DAY),

NOVEMBER 11TH (VETERAN'S DAY),

THANKSGIVING DAY, AND THE FRIDAY AFTER THANKSGIVING

DECEMBER 25TH (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 an 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. Employees shall be permitted to accrue three (3) floating holidays for one (1) year following the year in which earned, not exceed six (6) days.

5.3 Sick Leave with Pay

- (a) Each full-time unit employee 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 an employee is sick and unable to report for work, the employee shall notify the appropriate supervisor of their inability to report for work as soon as possible.
- (c) No employee shall be entitled to receive any sick leave with pay until the employee has been continuously employed for a period of six (6) months. Upon satisfactory completion of this six (6) month period, the employee shall be credited with six (6) days of sick leave.
- (d) Sick leave shall not be considered as a right or privilege that the employee may use at the employee's discretion, but shall be granted only in case of a bona fide illness of an employee, child, parent, or spouse (a relative's illness). An employee 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 recommendation of the Department Head and approval of the City Manager. Immediate family shall include an employee's Mother, Father, Sister, Brother, Husband, Wife, 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 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 Supervisor 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, Police management employees shall be entitled to receive a payment of 75% of accumulated sick leave above 650 hours. All other management and confidential employees shall be entitled to receive a payment of 75% of accumulated sick leave above 960 hours upon honorable retirement.

5.4 Jury Duty

All non-sworn employees shall be eligible for a maximum of ten (10) working days of paid jury duty leave per calendar year. Sworn employees shall not be eligible for paid jury duty leave.

5.5 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 no employee may 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 an employee's termination, any Administrative Leave remaining for the year is forfeit; there is no compensation.
- (b) Exempt positions shall be afforded forty-eight (48) hours of Administrative Leave annually, with the Police Captains receiving thirty (30) hours of Administrative Leave annually.
- (c) Non-exempt positions are not afforded Administrative Leave, however are entitled to overtime pay which shall be compensated at the rate of time and one-half for overtime, or in lieu thereof, take compensatory time off at a time approved by the Department Head. The total number of hours of compensatory time accrued at any one time shall not exceed thirty-six (36) hours. A maximum of up to eighty

(80) hours maximum per fiscal year of comp time may be accumulated and may be used with the approval of the Department Head or Supervisor.

SECTION 7. HOURS OF WORK

- (a) All employment and monthly compensation is based upon a forty (40) hour work week. Any authorization for an employee to work less than said 40 hours will be compensated in accordance with the Fair Labor and Standards Act and may result in a proportionate decrease in compensation.
- (b) Daily hours of work (or shifts) for employees within the departments shall be assigned by Department Heads or City Manager as required to meet the operational requirements of said departments or City operations.
- (c) Any foreseeable absence or other deviation from regular working hours desired by an employee shall be cleared in advance through the Department Head or City Manager, and such absence shall be noted on the employee's time record.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Incompatible Activities

No full time employee of the City shall engage in any occupation or outside activity which is incompatible with his or her employment by the City. Any employee shall inform his or her Department Head of the time required and the nature of such activity and the Department Head shall determine whether or not such activity is incompatible with City employment. Such approval shall be in writing and a copy forwarded to the City Manager for final authorization.

SECTION 9. 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 this 27th day of September, 2011.



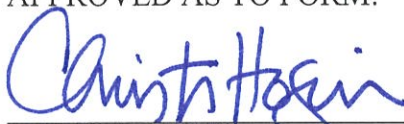
William John Rea, MAYOR

ATTEST:



Judy Smith , CITY CLERK

APPROVED AS TO FORM:



Christi Hogin, CITY ATTORNEY

ATTACHMENT A
SALARY SCHEDULE FY 2011-12

Effective 07-01-11

POLICE CHIEF	11,256 – 13,459
POLICE CAPTAINS	8,520 -- 10,651
EXECUTIVE ASST/CUSTODIAN OF RECORDS	4,830 -- 6,037
FINANCIAL SERVICES MANAGER	5,830 -- 7,294
ADMINISTRATIVE ANALYST	5,143 -- 6,428
EXECUTIVE ASSISTANT TO CITY MANAGER	4,654 -- 5,822

ATTACHMENT B
SALARY SCHEDULE FY 2012-13
Effective 07-01-12

POLICE CHIEF	11,537 – 13,796
POLICE CAPTAINS	8,733 -- 10,917
EXECUTIVE ASST/CUSTODIAN OF RECORDS	4,951 -- 6,188
FINANCIAL SERVICES MANAGER	5,976 -- 7,476
ADMINISTRATIVE ANALYST	5,272 -- 6,588
EXECUTIVE ASSISTANT TO CITY MANAGER	4,770 -- 5,968

ATTACHMENT C
SALARY SCHEDULE FY 2013-14
Effective 07-01-13

POLICE CHIEF	11,883 – 14,210
POLICE CAPTAINS	8,995 -- 11,245
EXECUTIVE ASST/CUSTODIAN OF RECORDS	5,100 -- 6,374
FINANCIAL SERVICES MANAGER	6,155 -- 7,701
ADMINISTRATIVE ANALYST	5,430 -- 6,786
EXECUTIVE ASSISTANT TO CITY MANAGER	4,913 -- 6,147


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

I, Vickie Kroneberger, Executive Assistant/Deputy City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R11-27** 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 27th day of September, 2011, by the following vote:

AYES: COUNCILMEMBERS: Rea, Bird, Perkins and Humphrey

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Goodhart



Vickie Kroneberger,
Executive Assistant/Deputy City Clerk