

RESOLUTION NO. 17-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA, APPROVING SALARY AND BENEFITS FOR EMPLOYEES IN UNREPRESENTED CLASSIFICATIONS.

WHEREAS, the City of Hermosa Beach, California has employees in certain unrepresented classifications; and,

WHEREAS, the City is desirous to establish a formal document to detail salary and benefits of employees in unrepresented classifications of employment; and

WHEREAS, the City intends to make changes to the existing terms of employment for unrepresented classifications beginning July 1, 2016.

NOW, THEREFORE, the City Council of the City of Hermosa Beach resolves to approve the salary and benefits for unrepresented classifications as outlined in the attached "Exhibit A".

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which time same is passed and adopted.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF AUGUST, 2017

PRESIDENT of the City Council and **MAYOR** of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

“EXHIBIT A”

**City of Hermosa Beach
Salary and Benefits for Unrepresented Classifications**

THE FOLLOWING SALARY AND BENEFIT PROVISIONS APPLY TO EMPLOYEES IN THE UNREPRESENTED CLASSIFICATIONS OF PERSONNEL ANALYST AND EXECUTIVE ASSISTANT TO THE CITY MANAGER

WAGES

- Year 1: 7/1/16 – 6/30/17: Effective July 1, 2016, the City will adjust the salary table to bring all bargaining unit positions that are below market median, to the median, as determined by the 2016 Ralph Anderson & Associates Study. Employees who are active as of the effective date of this Agreement will receive a retroactive payment. The following classifications will be adjusted as follows: Personnel Assistant (title change to Personnel Analyst): 15.6%, with a new base maximum monthly salary of \$7,398 and, Executive Assistant to the City Manager: 8.5%, with a new base maximum monthly salary of \$7,162

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017 (Median of Comp Study)						
GRADE	TITLE	MONTHLY SALARY RANGE				
		1	2	3	4	5
A13	EXECUTIVE ASSISTANT TO THE CITY MANAGER*	5898	6194	6501	6826	7162
A14	PERSONNEL ASSISTANT (Title change to Personnel Analyst)	6086	6390	6710	7046	7398
* The salary range for this position was adjusted based on analysis conducted after the issuance of the Aug 2016 comp study.						

- Year 2: 7/1/17 – 6/30/18: The base monthly salary shall be adjusted by **3%** for all classifications.

EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018 (3%)						
GRADE	TITLE	MONTHLY SALARY RANGE				
		1	2	3	4	5
A13	EXECUTIVE ASSISTANT TO THE CITY MANAGER	6075	6380	6696	7031	7377
A14	PERSONNEL ANALYST	6269	6582	6911	7257	7620

- Year 3: 7/1/18 – 6/30/19: The base monthly salary shall be adjusted by **2%** for all classifications

EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2018 (2%)						
GRADE	TITLE	MONTHLY SALARY RANGE				
		1	2	3	4	5
A13	EXECUTIVE ASSISTANT TO THE CITY MANAGER	6197	6508	6831	7172	7525
A14	PERSONNEL ANALYST	6394	6714	7050	7403	7773

- Step increase is dependent upon employee receiving an overall performance evaluation of being fully qualified.

EDUCATIONAL ALLOWANCE

- A. City agrees that employees who desire to enroll in training and/or academic courses at a State of California approved and/or recognized college or university that may provide the Employee with general or specific skills and/or knowledge that contributes to their ability to perform their current position or enhances promotional opportunities shall have their course fees, books and tuition (up to CSU rates) paid by the City in advance, subject to approval of the City Manager. The Employee will reimburse the City for all expenses incurred for any class or classes the Employee fails or does not complete; or if the Employee voluntarily leaves City employment during the period they are enrolled and received payment.
- B. Reimbursement of tuition shall be on a pro-rated basis depending upon the number of hours an Employee covered by this Agreement is normally scheduled to work (i.e. full time @ 100% reimbursement, up to CSU rates; half time @ 50% reimbursement, etc.).

VACATION

- A. It is agreed that the above unrepresented classifications shall accrue vacation as follows:

	<u>Years of Service</u>		<u>Accrued Per Year</u>
* Probation Period	1st	Year	80 hours
Commencing with	2nd	Year	80 hours
“ “	4th	Year	96 hours
“ “	6th	Year	112 hours
“ “	10th	Year	128 hours
“ “	14th	Year	144 hours
“ “	18th	Year	160 hours

- B. Employees may request (subject to Department Director’s approval) one (1) week of vacation six (6) months after hire date (after halfway point of probationary period).
- C. Vacation may be accrued up to thirty (30) month accrual level, with an automatic cash-out of hours in excess of that amount. The cash outs will take place based on the accrual balance of November 16th and paid on the check of December 5th.

- D. Employees shall be reimbursed for 100% unused vacation days accrued upon resignation, retirement or imposed termination from their employment with the City.

OVERTIME

- A. For FLSA purposes a "WORK-WEEK" shall be defined as:
 - 1. For employees working a 5/40 or 4/40 schedule: commencing at 0001 hrs. SUNDAY and terminating at 2400 hrs. SATURDAY.
 - 2. For employees working a 9/80 schedule: commencing 1101 hrs. Friday and terminating the following Friday at 1100 hrs.
- B. The City agrees to pay employees in the following classifications time and one-half (1-1/2) the regular rate of pay for all hours worked in excess of forty (40) hours worked in a work week. Overtime may be paid in either cash or compensatory time earned as part of the regular payroll process. The City will pay overtime to employees in eligible classifications in the same manner as paid to the General & Supervisory Employees Association.
- C. Employees may elect to cash-in accrued compensatory time quarterly each calendar year in January, April, July, and October.
- D. Classifications eligible for overtime compensation in accordance with the FLSA include:

Personnel Assistant
Secretary to the City Manager

SICK LEAVE

- A. Accrual shall be at eight (8) hours per month. After 176 hours are accrued, an employee may cash out annually up to a maximum of 96 hours at the employee's regular rate of pay at 100% rate. In lieu of cash out, employees may convert up to a maximum of 96 hours to vacation time provided that the vacation bank does not exceed allowed maximum level. The cash outs will take place based on the accrual balance of November 16th and paid on the check of December 5th.
- B. Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.
- C. In case of serious illness of a member of the immediate family, the employee may utilize sick leave. Immediate family for the purpose of this Section shall be defined as: spouse, child, stepchild, parent, stepparent, parent-in-law, brother,

sister, grandparents, grandchildren, any relative not previously listed who lives in the same household as the employee, and a domestic partner of the employee.

- D. Any employee claiming a domestic partner, for purposes of this Agreement shall complete a confidential affidavit to be filed in the Human Resources Department, which shall be signed by the employee only, declaring the existence of a domestic partnership with a named domestic partner. By extending to a domestic partner employee the specific benefits defined by this Agreement, the City does not intend to confer or imply any other unspecified benefits to such employee, or to any other person who may hold the status of domestic partner.
- E. Employees may, upon resignation or retirement from their employment with the City, elect to be paid for unused sick leave accrued prior to June 30, 2017, at their current rate of pay. Except as provided in A above, unused sick leave accrued after June 30, 2017, shall not be cashed out. Pursuant to Government Code § 20965, related CalPERS, rules and the City's contract with CalPERS, upon retirement from City employment, an employee's unused accumulated sick leave at the time of retirement may be converted to additional service credit.
- F. Employees shall be eligible to use sick leave during their probationary period.

BEREAVEMENT LEAVE

Each Employee shall receive a maximum of three (3) shifts per calendar year to be utilized for Bereavement Leave because of a death in their immediate family (as defined above). For the purposes of bereavement leave, parent in-law, step-children and parents, and persons living within the same household are to be considered in the definition of "immediate family". Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave be provided. The Department Director shall, if possible, grant approval of two (2) additional shifts in the event of a death that requires extended travel.

JURY DUTY

If called for jury duty in a Municipal, Superior, or Federal Court, or for a Coroner's Jury, Employees covered by this Agreement shall remain in their regular pay status in accordance with the City's Administrative Policy on Jury Pay. All jury fees except mileage reimbursement shall be returned to the City.

MILITARY LEAVE

All Employees covered by this Agreement shall be entitled to Military Leave as afforded by Federal and State law but shall not receive any base salary pay while on such Leave.

HOLIDAYS

- A. Employees shall receive 90 hours per year for the following holidays off with pay: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Christmas Day.
- B. When a holiday falls on a normal day off, Employees shall receive Holiday Compensation Time. Employees covered by this Agreement may accrue up to 100 hours of Holiday Compensation Time for those holidays in which compensatory time is earned. However, when a holiday falls on a Sunday, it will be observed on the following Monday. For all holidays that fall on a Friday or Saturday, City Hall offices will be open regular hours on Monday and employees will receive compensatory time. The City will provide a holiday schedule prior to January 1 of each year.
- C. All employees covered by this Resolution, will receive ten (10) hours of Holiday Flex Time for the following purpose: these ten hours can only be used for either Christmas Eve (December 24th) or New Year's Eve (December 31st). The hours may also be split into two days, using 5 hours each day (applies to Christmas Eve and New Years' Eve only). Taking into consideration the employee's preference, Department Directors will coordinate such leave to ensure there is adequate coverage for the department.

RETIREMENT

- A. Tier I. The City provides the PERS 2% at 55 Plan with one year final compensation to current employees. The City paid the employee's full 7% contribution to PERS through December 31, 2012. The City reported to P.E.R.S. the value of the 7% employer paid member contribution (EPMC) pursuant to the authority of Government Code section 20023(c)(4).

Tier II. For new employees hired after July 2011 the PERS retirement benefit formula shall be the 2% @ 60 plan, with retirement benefits calculated on one year final compensation. This became effective once a new contract with PERS was signed. The City paid the employee's 7% contribution to PERS. The City reported to P.E.R.S. the value of the 7% employer paid member contribution (EPMC) pursuant to the authority of Government Code section 20023(c)(4).

Member contribution: Each employee in the bargaining unit shall pay the full seven percent (7%) PERS member contribution by payroll deduction as follows:

1. Effective January 1, 2013, by 2.5%
2. Effective July 1, 2013, an additional 2.5% for a total of 5%.

3. Effective July 1, 2014, an additional 2% for a total of 7%.
4. The City shall adopt the necessary resolution so that such payments made by the employees may be excluded from taxable income pursuant to section 414(h)(2) of the U.S. Internal Revenue Code.

Tier III. Employees hired on or after January 1, 2013, shall be subject to the Public Employee Pension Reform Act, (“PEPRA”; Assembly Bill 340) including but not limited to:

1. 2% at 62 retirement formula for those who are “new members” as that term is defined in AB 340.
 2. Such new members shall pay to PERS by payroll deduction 50% of the “normal cost” as defined in AB 340 or the then current contribution rate of similarly situated employees, whichever is greater, as required by new Government Code section 7522.30(c).
- B. Effective November 1, 1995, the City shall commence reporting to PERS the value of the Employer Paid Member Contribution (EPMC) pursuant to the authority of Government Code.
- C. The City amended its contract with PERS to offer the retirement formula known as 2% @ 55 effective January 1, 2001.
- D. Employees who retire after July 1, 2006 and were hired before July 1, 2018 shall be eligible, upon service retirement from the City, for a medical premium supplement. Said supplement shall be in the following amount:
1. The City will contribute 5% of the health insurance premium for each year of service with the City of Hermosa Beach up to the lesser of the single person HMO premium or \$500 per month. A retiring employee must have completed a minimum of ten (10) years of service with the City of Hermosa Beach and be at least fifty-five (55) years of age to be eligible for this benefit.
 2. Said supplement shall commence with the first month following the Employee’s service retirement in which the Employee is responsible for payment of the insurance premium.
 3. In order to be eligible for medical supplemental payments, an Employee must either remain on a medical insurance plan offered by the City or provide proof of coverage on a self-procured medical insurance plan.
 4. Retirees who are eligible for a supplement but who are not covered on the City’s insurance policy are still eligible to receive their supplement.

Payments will only be made when the retiree provides proof of coverage of insurance and proof of the amount paid for said coverage.

5. Any Employee receiving a benefit under this section agrees to apply for, and enroll in, any Federal and/or State medical insurance plan (e.g. Medicare, Medicaid) for which they become eligible.
- E. Employees who are hired after July 1, 2018 shall be eligible, upon service retirement from the City at age sixty (60) with a minimum of twenty (20) continuous City service, for a medical premium supplement. Said supplement shall be paid as follows:
1. The City shall pay a \$400.00 per month medical supplement that shall commence with the first month following the Employee's service retirement in which the Employee is responsible for payment of the insurance premium.
 2. The City's payments will end with the month in which the employee reached the eligibility of Federal and/or State medical insurance plans (i.e. Medicare), currently 65 years of age.

HEALTH AND WELFARE

- A. The City will have full responsibility for all Health and Welfare programs enacted or in force as of September 1, 1997.
- B. The City shall make available for employees the following insurance plans: Health, Dental, Long Term Disability, Vision and Psychological Health. Current Health, Dental, Long Term Disability, Vision, Psychological Health, or their equivalent, to remain in force during the term of this Resolution. City shall meet and confer should there be a change in providers or a change in benefit level.
- C. For life insurance, the City shall provide and pay the premiums for a Life Insurance policy for each Employee, payable in an amount equal to the individual's annual salary upon such Employee's death.
- D. For long term disability insurance, the City will provide and pay the premiums for Long Term Disability for each employee.
- E. For medical/health insurance, for the benefit years beginning January 1, 2018 and later, the City's maximum contribution toward medical insurance for each employee's selected plan and level of coverage will be **\$1,540.38**. Employees choosing a medical insurance plan and/or coverage level with a monthly premium that exceeds the City's maximum contribution shall pay the difference by payroll deduction.

- F. An employee who demonstrates proof of medical insurance coverage available through a spouse or domestic partner may receive a cash payment of \$666.00 per month in lieu of City provided coverage.
- G. For dental insurance, the City shall pay the monthly premium contribution for full family PPO coverage for dental insurance, currently \$226.30.
- H. For psychological health, the City will continue to pay for full family coverage for the benefit.
- I. The full cost of the Vision Insurance shall be borne by the employee.
- J. The City's Short Term Disability Plan begins after a 30 day waiting period. The maximum benefit is 66 2/3% of your earnings to a maximum of \$1125 per week. The City's Long Term Disability Plan has a maximum benefit of \$4500 per month and begins after 90 days.

LONG TERM DISABILITY

- A. An Employee utilizing the Short or Long Term Disability Plan shall not accrue Vacation, Sick Leave, Holiday Pay or allowances after the 30th calendar day after disability.
- B. FAMILY AND MEDICAL CARE LEAVE
 - 1. As required by State and Federal law, the City will provide Family and Medical Care Leave for eligible Employees. The following provisions set forth unit members' rights and obligations with respect to such Leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 "FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code §12945.2). Unless otherwise provided by this Article, "Leave" under this article shall mean Leave pursuant to the FMLA and CFRA.
 - 2. Eligible Employees are entitled to a total of 12 weeks of Leave during any 12-month period. An Employee's entitlement to Leave for the birth or placement of a child for adoption or foster care with the Employee expires 12 months after the birth or placement.
 - 3. The 12-month period for calculating Leave entitlement will be a "rolling period" measured backward from the date Leave is taken and continues with each additional Leave day taken. Thus, whenever a member

requests Leave, the City will look back over the previous 12-month period to determine how much Leave has been used in determining how much Leave a member is entitled to.

4. If an Employee uses Leave for any reason permitted under the law, he/she may concurrently utilize all other accrued Leaves in connection with the Leave. The utilization of other accrued Leaves will run concurrently with the Leave.
5. Employees must fill out the following applicable forms in connection with Leave under this article:
 - “Request for Family or Medical Leave”
 - “Certification of Physician or Practitioner”
 - “Fitness for Duty to Return from Leave”
6. The provision of Article 21 (A) shall apply regarding the accrual of Vacation, Sick, Holiday Pay and allowances with the exception that seniority shall continue to accrue during the period of FMLA leave.

LAYOFF

- A. It is mutually agreed that whenever, in the judgment of the City Council, it becomes necessary to abolish a position in the interest of economy or because the necessity for the position no longer exists, the City Council may abolish any position or employment in the competitive service and the personnel officer shall layoff, demote or transfer Employees thereby affected.
- B. The criterion used in determining the order of separation shall be seniority, pursuant to the Municipal Code, Chapter 2.76 – Civil Service.
- C. The City will endeavor to provide each affected Employee as much notice as possible, with a minimum thirty (30) day advance notice to each affected Employee.

REDUCTION IN LIEU OF LAYOFF

An Employee whose position is abolished shall be governed by Municipal code 2.76.200 – Civil Service.

SELECTION OF INDUSTRIAL ACCIDENT DOCTOR OR MEDICAL FACILITY AND CONTINUATION OF HEALTH BENEFITS

- A. It is understood that the City will provide medical facilities to be used for industrial accidents or illness. However, in the event an Employee covered by this

Agreement wishes to grieve the City's selection, the City will give due consideration to the facts presented and may select a new facility.

- B. An Employee who suffers an injury-on-duty will continue to have payment of the City portion of all Health Insurance premiums paid for a period of seven (7) full months commencing with the month in which the injury occurred.
- C. Nothing herein shall prevent an Employee from utilizing their accrued time in lieu of receiving temporary disability payments under the provisions of the Workers' Compensation laws of the State of California.

GRIEVANCES/APPEAL OF DISCIPLINE

This Grievance Procedure shall be used to resolve disputes arising from any allegation that the City has violated the terms of this Resolution.

- A. The complaint shall be presented in writing to the Department Director. The Director shall have five (5) working days of receipt of the complaint to resolve the issue or respond to it in writing stating the reasons for the failure to resolve it.
- B. If not resolved, the complaint shall be presented in writing to the City Manager. The City Manager shall have five (5) working days of receipt of the complaint to resolve the issue or respond to it in writing stating the reasons for the failure to resolve it. C. If disciplinary actions concerning dismissals, suspensions, reduction in pay, etc. are not resolved, further action is pursuant to Municipal Code, Section 2.76 – Civil Service.
- C. Grievances regarding the provisions contained within this resolution, with the exception of disciplinary actions, not settled following the City Manager's determination and that either party desires to contest further, may be submitted to arbitration as provided in this article provided however that said Request for Arbitration shall be made within twenty (20) calendar days of the City Manager's determination
- D. As soon as possible and in any event not later than fourteen (14) calendar days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said fourteen (14) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- E. Either the City or the Employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.

- F. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this resolution. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- G. The decision of the arbitrator within the limits herein prescribed shall be advisory only.
- H. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and employee. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

OUT OF CLASS PAY

Employees covered by this Agreement who are temporarily assigned to a higher classification because of emergency conditions, Sick Leave, Vacation and/or vacancy shall receive the higher rate of pay commencing with the eleventh (11th) consecutive day of such assignment.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF HERMOSA BEACH

I, Elaine Doerfling, City Clerk of the City of Hermosa Beach, California, do hereby certify that the foregoing Resolution No. 17-XXXX was duly and regularly passed, approved and adopted by the City Council of the City of Hermosa Beach at a Regular Meeting of said Council at the regular place thereof on August 22, 2017.

The vote was as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated:

Elaine Doerfling, City Clerk