RESOLUTION NO. 15-7005

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, 2015.

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 this Resolution shall take effect immediately upon its passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same in the book of 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 at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 27th day of October, 2015.

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

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 ASSISTANT AND SECRETARY TO THE CITY MANAGER

WAGES

For the period of July 1, 2015 through June 30, 2016 the salary ranges shall be adjusted as follows:

Effective July 1, 2015 the salaries shall be increased 5% to:

Personnel Assistant	5263	5524	5804	6095	6401
Secretary to the City Manager	5436	5709	5992	6291	6601

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:

	Years of Service	Accrued Per Year
* 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, member may cash in the excess annually at 100% rate. Any excess over 240 hours will be automatically cashed in at 100% rate. This will be paid with the first paycheck of December each year. In lieu of cash out, Employees may convert 100% of their sick time, in excess of one hundred seventy six (176) hours, to vacation time.

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 Personnel 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 covered by this Agreement shall, upon resignation, retirement, or imposed termination from their employment with the City, be reimbursed for 100% unused sick days accrued at their current rate.

F. Employees shall be eligible to use but not cash out 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 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.

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. Current Health, Dental, Short and Long Term Disability, Vision, Psychological Health, or their equivalent, to remain in force during the term of this Agreement. City shall meet and confer should there be a change in providers or a change in benefit level.

C. City shall provide a Life Insurance policy for each Employee, payable in an amount equal to the individual's annual salary upon such Employee's death.

D. The City will pay for Employee's Short and Long Term Disability and Life Insurance, the Employee and one dependent for health insurance, and full family coverage for Dental and Psychological Health care. The full cost of the Vision Plan shall be borne by the Employee.

E. An employee who demonstrates proof of medical insurance coverage available through a spouse or domestic partner may receive a cash payment equal to the employee only HMO premium in lieu of City provided coverage.

F. 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.

D. 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

E. 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.

F. 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.

G 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.

H. The decision of the arbitrator within the limits herein prescribed shall be advisory only.

I. 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. 15-7005 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 October 27, 2015.

The vote was as follows:

AYES:	DiVirgilio, Fangary, Tucker, Mayor Petty
NOES:	None
ABSTAIN:	None
ABSENT:	None

Dated October 28, 2015

Elaine Doerfling, City Clerk