

September 8, 2005

Honorable Mayor and Members of  
The Hermosa Beach City Council

City Council Meeting of  
September 13, 2005

**Resolution Approving Salary and Benefits for Employees in Unrepresented  
Classifications**

**Recommendation:**

It is recommended that the City Council adopt the attached resolution approving the salary and benefits for employees in unrepresented classifications.

**Background:**

There are three classifications in the City's classification plan that are not part of any bargaining unit. The classifications of Personnel Assistant and Secretary to the City Manager were removed from the Professional and Administrative Employees Association in 2003. The classification of Assistant Fire Chief was designated as unrepresented when it was established in 2001. A formal document had not previously been established designating the salary and benefits for these classifications.

For the classifications of Personnel Assistant and Secretary to the City Manager the changes include:

1. Salary increases of:
  - 3% effective July 1, 2005
  - 3.25% effective July 1, 2006
  - 4% effective July 1, 2007
2. Other changes include clarifying the City's holiday schedule, increases to retiree medical insurance benefits, and a limited cash benefit for employees with insurance coverage through spouses or domestic partners.

For the classification of Assistant Fire Chief the changes include:

Salary increases of:

- 4% effective July 1, 2005
- 4% effective July 1, 2006
- 4% effective July 1, 2007

Funding for this has been included in Prospective Expenditures account of the 2005-2006 Budget.

Respectfully submitted:

Michael Earl  
Personnel & Risk Management Director

Stephen Burrell  
City Manager

**RESOLUTION NO. 05-**

**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 salary and benefits for unrepresented classifications over a three year period beginning July 1, 2005 and establish same through June 30, 2008.

**NOW, THEREFORE**, the City Council of the City of Hermosa Beach resolves to approve the salary and benefits detailed 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 SEPTEMBER, 2005,

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

**ATTEST:**

**APPROVED AS TO FORM:**

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**City Clerk**

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**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, 2005 through June 30, 2008 the salary ranges shall be adjusted as follows:

Effective July 1, 2005 the salaries shall be increased 3% to:

Personnel Assistant	4199	4407	4632	4863	5107
Secretary to the City Manager	4337	4553	4780	5019	5267

Effective July 1, 2006 the salaries shall be increased 3.25%

Effective July 1, 2007 the salaries shall be increased 4%.

**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.
- 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 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.
- C. In determining an employee's eligibility for overtime compensation in a work week, all paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked.

## **SICK LEAVE**

- A. Accrual shall be at six (6) hours per month. After 176 hours are accrued, the 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 in Article 14 above). 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. The City will provide a holiday schedule prior to January 1 of each year.

### **RETIREMENT**

- A. The City shall pay the Employee's (member contribution) full retirement share of PERS.
- 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 agrees to amend 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 3% of the health insurance premium for each year of service with the City of Hermosa Beach up to a maximum contribution of \$250 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. Any payments made by the City shall be made directly to a medical insurance provider. In no case will payments be made directly to an individual.
  - 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, 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 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.

## **LONG TERM DISABILITY**

A. An Employee utilizing the Long Term Disability Plan shall not accrue Vacation, Sick Leave, Holiday Pay or allowances after the 30<sup>th</sup> 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.

C. Upon renewal of the City's Long Term Disability Insurance Plan, the City will increase the maximum benefit level available to \$4,000 per month.

**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.

<b>THE FOLLOWING SALARY AND BENEFIT PROVISIONS APPLY TO EMPLOYEES IN THE UNREPRESENTED CLASSIFICATION OF ASSISTANT FIRE CHIEF.</b>
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### **WAGES**

For the period of July 1, 2005 through June 30, 2008 the salary range shall be adjusted as follows:

Effective July 1, 2005 the salary range shall be increased 4% to:

Assistant Fire Chief	8138	8545	8972	9420
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Effective July 1, 2006 the salaries shall be increased 4% to:

Effective July 1, 2007 the salaries shall be increased 4% to:

### **WORK SCHEDULE**

The Assistant Fire Chief shall work either a ten (10) hour day, four (4) days per work week; or an eight (8) hour day, five (5) days per work week as set by the Fire Chief.

In the event of an emergency situation, the City may cancel, alter or amend the work schedule as necessary immediately.

## **INSURANCE COVERAGE**

### A. LIFE

1. City shall provide a life insurance policy for each employee, payable in the amount of two times annual salary up to a maximum benefit of \$200,000 .

### B. MENTAL HEALTH

1. City shall make such a plan available; the full cost to be paid by the employee.

### C. VISION

1. City shall make such a plan available; the full cost to be paid by the employee.

### D. MEDICAL

1. City shall provide a medical insurance plan to include a choice of an annuity plan with \$250.00 deductible or an HMO plan; both plans to include maternity care and prescription benefits. The current medical plan or its equivalent, to remain in force. The City shall meet and consult should there be a change in providers.
2. The HMO plan shall have no greater than a \$5.00 office visit and prescription co-pay.
3. City to pay employee costs and current dependent rate with any future increased dependent costs to be borne 80% City and 20% employee.

### E. DENTAL

1. City shall provide a dental insurance plan to include a choice of an indemnity plan or a pre-paid plan.
2. City to pay employee cost and current dependent rate with any future increased dependent costs to be borne 80% City and 20% employee.

## **DEFERRED COMPENSATION**

City agrees to make available the citywide Deferred Compensation Plans.

## **RETIREMENT**

- A. The City shall maintain the 3% @ 55 PERS contract with "One Year Final Compensation".

- B. The City will pay the employee's 9% contribution to the P.E.R.S. retirement system credited to the employee's portion.
- C. The City shall report to P.E.R.S. the value of the 9% employer paid member contribution (EPMC) pursuant to the authority of Government Code section 20023(c)(4).
- D. Any employee covered by this resolution will be eligible, upon retirement from this City, for a medical supplement. Said supplement shall be in the following amount:
  - 1. For retirement at age fifty (50) with a minimum of twenty (20) years continuous service with the City, a \$200 (or cost of policy whichever is less) per month medical insurance supplement.
  - 2. For a retirement at age fifty-five (55) with a minimum of fifteen (15) years continuous service with the City, a \$200 (or cost of policy whichever is less) per month medical insurance supplement.
  - 3. Said supplement shall commence with the first month following the employee's retirement in which the employee is responsible for payment of the insurance premium.
  - 4. In order to be eligible for medical supplement 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.
  - 5. Any payments made by the City shall be made directly to a medical insurance provider. In no case will payments be made directly to an individual.
  - 6. Any employee receiving a benefit under this article agrees to apply for, and enroll in, any Federal and/or State medical insurance plan (e.g. Medicare, Medicaid, etc.) for which they may become eligible.

## **VACATION**

- A. Vacation accrual rates shall be as follows:
  - 1. Upon hire, at the rate of 96 hours/year.
  - 2. Commencing with the 7th year, at the rate of 112 hours/year.
  - 3. Commencing with the 8th year, at the rate of 136 hours/year.
  - 4. Commencing with the 15th year, at the rate of 160 hours/year.
  - 5. Commencing with the 16th year, at the rate of 168 hours/year.
  - 6. Commencing with the 17th year, at the rate of 176 hours/year.

- B. An employee may accrue vacation time to a maximum of 270 hours. Cash out of any earned but unused vacation accrual in excess of 270 hours (as of September 30 of each year) shall be automatically cashed out as part of the October 20th payroll.

## **HOLIDAYS**

The following holidays shall be considered as paid:

New Year's Day; Martin Luther King, Jr.'s Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day

## **SICK LEAVE**

A. Sick leave accrual shall be as follows:

1. An employee having less than 176 accrued hours of sick leave shall accrue sick leave at the rate of 6 hours per month until their accrual accumulates to 176 hours at which time their accrual shall be 8 hours per month.
2. A once a year cash-in can be up to 100% of the unused sick leave as long as at least 176 accrued hours remains on hand. An employee may accrue a maximum of three hundred and fifty hours (350); thereafter any excess shall be cashed out. Employees who have more than 350 hours of sick time on the books as of June 1, 1988 shall be frozen at that accumulation; any sick time in excess of that amount shall be cashed out.

B. Employees shall receive cash out of 100% of unused sick leave upon resignation, retirement, or termination.

C. In the 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: father; mother; father-in-law; mother-in-law; brother; sister; spouse; or legal dependent. Employees may predesignate and substitute other members for those members defined as "immediate family". The intent of this provision is not to expand the number of persons included in the definition of "immediate family" nor to increase paid leave opportunities, but rather, to recognize variation in family structure (e.g. stepmother for mother).

## **BEREAVEMENT LEAVE**

Employees shall receive a maximum of three shifts per calendar year to be utilized for bereavement leave because of a death in their immediate family. Immediate family shall be defined as in Article 21 - Sick Leave. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided. The Fire Chief may grant one (1) additional shift in the event of a death which required extended travel.

## **MANAGEMENT LEAVE**

The Assistant Fire Chief shall be allowed one hundred (100) hours of additional leave each calendar year in addition to flex time for extraordinary assignments, fixed holidays and bereavement leave.

Management leave does not accumulate or carry over; it must be used each year. Said Management Leave shall have no monetary value.

### **EDUCATIONAL REIMBURSEMENT**

The City agrees that employees who desire to enroll in training and academic courses 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 (up to CSU rate), books, materials, and tuition (CSU rate) paid by the City, in advance, subject to the approval of the City Manager. The employee will reimburse the City for all expenses if the employee fails or does not complete the courses.

An annual fiscal year maximum reimbursement amount will be determined by the Personnel Director using CSU rates. The amount will be determined based on the CSU schedule for attending a Fall semester, one winter session, a Spring semester, and one summer session.

### **UNIFORM ALLOWANCE**

Said allowance for the Assistant Fire Chief shall be \$480 per year, payable through the regular payroll schedule.

### **ANNUAL PHYSICAL**

- A. Employees shall be provided with a complete physical examination (participation is voluntary) according to the following schedule:
  - 1. Every two (2) years up to and including age 38.
  - 2. Annually at age 39 and thereafter.
- B. Said physical to be at a location of the City's choice and at the City's expense.
- C. The physical exam is to include at least the following:
  - 1. Review of medical history, physical examination; Urinalysis; VDRL; X-Rays (Chest PA, Lumbar Spine and Cervical) only if indicated; Blood groupings, CBC, Chem Panel 17; EKG and Treadmill; Lipid Analysis; Pulmonary Function Test; Hearing test; Strength and Flexibility testing.