

**RESOLUTION NO. 2016-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA ADOPTING A SALARY SCHEDULE AND A COMPREHENSIVE LISTING OF PERSONNEL PRACTICES AND BENEFITS FOR MANAGEMENT EMPLOYEES AND RESCINDING RESOLUTION NO. 2012-30**

**WHEREAS**, Resolution 2012-30 adopted salaries and benefits for management employees; and

**WHEREAS**, the City Council did approve an updated salary schedule on June 4, 2013, effective June 8, 2013 to reflect the then current salary of the City Manager, to add the new position of Community Services Director, and to remove the positions of Public Works Director/City Engineer and Recreation & Community Services Director; and

**WHEREAS**, the City Council did further approve an updated salary schedule on and effective April 1, 2014, to add the new position of Administrative Services Director, and to remove the positions of Administrative Services Manager and Finance Director; and

**WHEREAS**, the City Council reduced Executive Management salaries by 5% effective July 4, 2015 due to continuing financial constraints of the City; and

**WHEREAS**, the City has now completed labor negotiations with the La Palma General Employees Association (LPGEA), the La Palma Police Association (LPPA), and the La Palma Professional Employees Association (LPPEA); and

**WHEREAS**, the City would now like to make changes to the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Management Employees to make the salary and benefit structure consistent with the LPPEA and LPGEA Memorandums of Understanding; and

**WHEREAS**, a comprehensive list of management salary rates, personnel practices and benefits has been compiled; and,

**WHEREAS**, this list has been updated and supersedes all previously adopted salaries, benefits and procedures.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of La Palma hereby adopts the Resolution and rescinds Resolution No. 2012-30

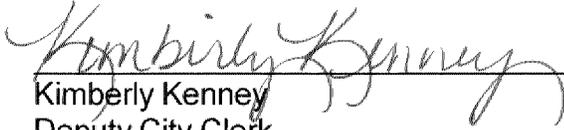
**APPROVED AND ADOPTED** by the City Council of the City of La Palma at a regular meeting held on the 1st day of March 2016.



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Gerard Goedhart  
Mayor

ATTEST:



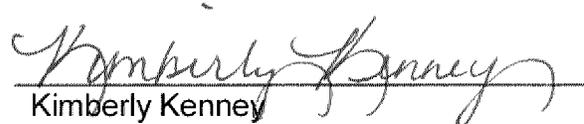
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Kimberly Kenney  
Deputy City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS.  
CITY OF LA PALMA )

I, KIMBERLY KENNEY, Deputy City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 1st day of March 2016, and that it was so adopted by called vote as follows:

AYES: Goedhart, Hwangbo, Kim, Shanahan, and Steggell  
NOES: None  
ABSENT: None

  
\_\_\_\_\_  
Kimberly Kenney  
Deputy City Clerk

## ARTICLE I

### TERM OF RESOLUTION

This resolution is a composite of all agreements and all previously adopted resolutions, which affect the salaries and benefits of Management Employees.

ARTICLE II

COVERED PERSONNEL

Employees identified as Management Employees are as follows:

City Manager  
Administrative Services Director  
Community Development Director  
Community Services Director  
Police Captain (2)  
Police Chief

The benefits described in this document are for all identified management employees, unless otherwise specified or covered by other resolutions. The City Manager's salary and benefits shall be set via a separate Employment Agreement that may or may not include or exclude any of the benefits in this Resolution.

ARTICLE III

COMPENSATION

SECTION 1. COMPENSATION - REGULAR FULL-TIME CATEGORY

A. Compensation shall be determined from Attachment A consisting of a schedule of salary and wage ranges, each of which includes seven steps, or rates of pay; each horizontal step being approximately five percent greater than the previous step.

B. Initial Employment. The rate of compensation for initial employment in any class shall be at Step "A," provided that the City Manager, in their sole discretion, may approve compensation at a higher step if they find that the person employed is reasonably entitled, by reason of experience or ability, to a rate in any one of the steps above the minimum or that it is difficult to obtain qualified applicants at the minimum rate.

C. Merit Advancement Within a Range.

1. The primary reason for advancement within a range shall be meritorious performance in an employee's assigned duties. Meritorious performance shall be measured by the receipt of a rating of standard or above on the performance evaluation.

2. Merit increases shall be based on meritorious service, and, if granted, shall be effective on the first day of the pay period in which the anniversary falls. The City Manager may suspend merit increases in times of economic uncertainty or hardship.

3. An employee may be advanced within his or her respective compensation ranges in accordance with the following schedule:

Advancement to the next step at the completion of employee's initial six months of satisfactory service in the classification, if the employee is hired at Step A, as determined by the City Manager or Department Head, as applicable.

Advancement to the next step at the completion of employee's initial twelve months of satisfactory service in the classification, if the employee is hired at Step A, as determined by the City Manager or Department Head, as applicable.

Advancement to the next step annually thereafter at the completion of one year of satisfactory service in the prior step, or if the employee is hired at Step B or above, as determined by the City Manager or Department Head, as applicable.

4. Satisfactory service shall be defined as having received an Overall Performance Rating of Satisfactory or above in the employee's

annual performance review, as determined by the City Manager or Department Head, as applicable.

5. All proposed advancements shall be recommended by the Department Head and approved by the City Manager before becoming effective.

6. When an employee demonstrates exceptional ability and proficiency, such employee may be advanced to the next higher step within the employee's salary range with the approval of the City Manager, in his or her sole discretion, following recommendation by the Department Head, without regard to the minimum length of service provisions contained in this section. Advancements under this section shall change the employee's merit increase eligibility date to the anniversary of the last step increase.

D. Revision in Classification and Compensation Plan. The City reserves the right, in its sole discretion, to establish new classes of employment or to combine or abolish existing classes.

SECTION 2. OVERTIME Management employees do not receive overtime.

SECTION 3. SPECIAL COMPENSATION

A. Court Subpoena. An employee who is served with a subpoena to appear as a witness during regular work hours in a deposition or proceeding in a court action to which they are not a party shall receive their normal compensation for the time actually spent while personally testifying or traveling to place of testimony, less any amount employee receives or is entitled to as witness fees or mileage reimbursement. The employee shall be responsible for demanding payment for all fees or reimbursables to which they is entitled.

B. Jury Duty. Any employees summoned for jury duty in a court action shall receive their normal compensation for the actual time served up to 80 hours, as required as an actual or prospective juror. Employees shall not receive compensation for actual time served as an actual or prospective juror for regular days off (e.g. Fridays). Employees will be allowed to keep the stipend provided by the County.

C. Car Vehicle Usage.

1. The Police Chief may use their assigned City vehicle within a 500-mile radius of the City of La Palma.

2. The Police Captains may use their assigned vehicles within a 150 mile radius of the City of La Palma.

City vehicles are not to be used for out-of-area (e.g. weekend trips or vacations) personal trips regardless if the trip is within the allowed radius.

- D. Uniform Allowance. The Police Chief and Police Captains shall receive a uniform allowance of \$34.75 per two week pay period for the maintenance of uniforms and equipment.
  
- E. Equipment Reimbursement. The Police Chief and Police Captains shall receive equipment reimbursements equal to actual cost of repair, or when necessary, replacement of authorized law enforcement uniforms or equipment that are owned by the employee and that are damaged in the course and scope of their employment. Items which have worn out due to normal wear and tear shall not be reimbursable. Authorized items may change from time to time and shall be determined by the Police Chief, with approval of the City Manager. Replacement shall be at the discretion of the Police Chief and on approval of the City Manager.
  
- F. Assignment Pay. The City Manager is authorized to increase base salary up to 5% for employees who take on additional assignments.
  
- G. Bilingual Pay. Employees passing the City's bilingual testing process shall receive an additional \$150 per month for speaking the language of Korean, Mandarin Chinese, Spanish, Vietnamese, or other language(s) deemed required or necessary by the City Manager. Biennial recertification by the Human Resources Division is required.

SECTION 4. PAY PERIODS All employees shall be paid bi-weekly.

SECTION 5. SALARY SCHEDULE

- A. Attachment A shall become effective March 4, 2016.

## ARTICLE IV

### CONDITIONS OF EMPLOYMENT

SECTION 1. EQUAL OPPORTUNITY. The City of La Palma is an equal opportunity employer, and prohibits discrimination in employment as to race, age, religion, color, sex, or national origin.

SECTION 2. RESIDENCY. Residency in the City of La Palma is not required as a condition of employment.

SECTION 3. PHYSICAL EXAMINATION. The City reserves the right to designate a doctor, or doctors, for all required examinations, and the cost of any required examinations will be borne by the City.

SECTION 4. PROBATION PERIOD. Employees in the classification of Police Captain shall be on probation for a period of 18 months. Probationary employees may be terminated from employment with or without cause by the City Manager, in his or her sole discretion, and in accordance with State and Federal laws. All other management employees are "at will" employees who serve at the discretion of the City Manager.

SECTION 5. OTHER EMPLOYMENT. No management employee shall engage in any other employment, which is inconsistent or incompatible with City employment. Other employment must be approved in advance by the City Manager.

## ARTICLE V

### HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. Designated holidays shall be New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, and Christmas. When a designated holiday falls on a regularly scheduled Friday off, the day of absence shall be the preceding Thursday except in the specific cases listed in Section 1 (E). When a designated holiday falls on Saturday, the day of absence shall be the preceding Friday except in the specific cases listed in Section 1(E). When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

A. All full-time employees shall be granted 36 hours of absence, termed "floating holiday," in addition to designated holidays. The "floating holidays" shall be used to facilitate a City Hall, City Yard, Police Department Administrative Staff, and Recreation and Community Services Holiday closure between the Christmas Holiday and the New Year's Holiday, up to a maximum of 36 hours. Any remaining "floating holiday" time shall be taken between January 1 and June 30 of the fiscal year at a time selected by the employee with the concurrence of the City Manager. If the holiday closure exceeds 36 hours, employees will be required to utilize Vacation Pay to supplement the difference. For new employees, floating holiday hours shall be pro-rated over the fiscal year based on the employee's employment date and the employee will be required to utilize Vacation Pay to supplement the difference of hours taken for the floating holiday in excess of the employee's floating holiday balance.

B. If any designated holiday is within an employee's scheduled vacation period, that particular day of absence will be charged to "holiday" rather than "vacation."

C. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

D. Holiday Pay. Management employees shall be paid on the basis of the number of hours normally scheduled on the day on which the holiday falls, up to a maximum of 9 hours. If the employee would have worked in excess of 9 hours, the employee will be required to utilize Vacation Pay to supplement the difference.

E. When Christmas falls on a Friday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday as the Christmas holiday leave will be taken on Christmas Eve. When Christmas Eve falls on a Saturday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday to be used to offset the Holiday closure between Christmas and New Years.

## ARTICLE VI

### VACATIONS

SECTION 1. VACATIONS. In accordance with the following rules, and subject to the limitations, deductions and loss thereof as provided in the Article, each employee shall be allowed and credited with the right to take vacation absences with pay, hereinafter referred to as vacation, in addition to allowed holidays and sick leave absences.

A. Schedule for Tier One Managers (Hired prior to July 1, 2011). Vacation credit shall be computed on the basis of 4.62 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 120 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 180 months of continuous employment.

3. Vacation. Credit shall be computed on the basis of 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 181st month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis of 7.70 hours per pay period (200.2 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

B. Schedule for Tier Two Managers (Hired as new City of La Palma Employees on or after July 1, 2011). Vacation credit shall be computed on the basis of 3.08 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis 3.08 hours per pay period (80.08 hours per year) for each year of continuous full-time employment, beginning with the 13<sup>th</sup> month to the completion of 60 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 61<sup>st</sup> month to the completion of 120 months of continuous employment.

3. Vacation. Credit shall be computed on the basis 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121<sup>st</sup> month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 241<sup>st</sup> month of continuous employment.

C. Different Accruals. At the discretion of the City Manager, a management employee may accrue vacation at a different rate than illustrated above, regardless of the number of years of continuous, full time employment. Such discretion will apply only to new employees and will be based on the number of years of service in other public agencies.

1. Those managers hired with a higher accrual rate than regularly given a new employee, shall begin accrual in the tier that is consistent with the schedule outlined above.

D. Taking. All or any part of accrued vacation hours credited may be taken only as herein provided. Accrued vacation hours taken shall be counted as full-time employment.

E. First Vacation. An employee's first vacation may not be taken before the accumulated vacation hours credited to the employee are equal to or greater than the vacation credit for 6 months of work, unless approved by the City Manager, in his or her sole discretion.

F. City Manager Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the City Manager. The taking of an employee's vacation shall be scheduled for such time as will achieve the most efficient functioning of the department and so as to avoid any loss of allowable vacation absences by reason of the limitation on the accrual; provided, however, that the City Manager will endeavor, subject to the foregoing limitations, to schedule an employee's vacation at or near the date(s) requested by the employee.

1. Except as otherwise provided herein, vacation may not be used in lieu of sick leave and generally must be scheduled in advance of the absence; however, if the City Manager determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no other appropriate leave available, the City Manager has the discretion to allow vacation hours to be used when an employee calls in an absence on the actual day of the absence.

G. Maximum Accumulation. Allowed vacation credits shall be cumulative. Vacations taken shall be deducted from the first vacation credits accumulated. The maximum accumulation of vacation credits that may be held is 320 hours. Whenever the maximum vacation accumulation is reached, and so long as it continues, the first monthly vacation credit included in such accumulation shall become null and void, and be deemed forfeited by the employee, each time a new monthly vacation credit is added to the accumulation of vacation credits.

H. Vacation Cash-out Option. Upon the prior approval of the City Manager, each management employee shall have the option of "cashing out" up to one hundred (100) hours of vacation within a fiscal year. This option may be exercised up to two times in each fiscal year, up to a cumulative maximum of one hundred (100) hours. However, the employee must retain a bank of at least 20 hours of vacation leave following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

I. Termination of Employment. Except as otherwise herein provided, a management employee whose employment is terminated by death, resignation, layoff, or otherwise shall then be paid for the balance of the accumulated vacation credits, at the employee's salary rate in effect at such termination.

## ARTICLE VII

### SICK LEAVE

SECTION 1. ACCRUAL OF SICK LEAVE. Sick leave with pay shall be allowed and computed on the basis of 3.70 hours per pay period in accordance with the following rules, to each full-time management employee. The maximum accrual of unused sick leave for an employee shall be 760 hours.

SECTION 2. SICK LEAVE CHARGE RATE. Sick leave shall be charged at the rate of one (1) hour for each hour a management employee is absent with pay on sick leave. Increments shall be no less than fifteen (15) minutes.

SECTION 3. SICK LEAVE USAGE. An employee eligible for sick leave pay shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity.
- B. Forced quarantine of the employee in accordance with community health regulations.
- C. Serious illness of a member of the employee's immediate family residing in the same household which requires the presence of the employee for a period not to exceed five working days. Immediate family shall be defined as child, spouse, domestic partner, parent of an employee, anyone for whom the employee has legal guardianship, or anyone for whom the employee has been designated as the primary caregiver.
- D. Medical or dental appointments.
- E. Pursuant to the requirements of Labor Code Section 733, at the employee's option, vacation may be substituted for sick leave when one of the above conditions exists and when the employee has used all accumulated sick leave.

SECTION 4. PERSONAL NECESSITY LEAVE. Each management employee shall be afforded the opportunity to use up to eighteen hours of sick leave benefits per fiscal year (on a noncumulative basis) for personal necessity leave, for personal unplanned events, which may need immediate attention. Personal necessities shall include, but not be limited to, family emergencies, or imminent danger to the employee's home or other valuable property.

SECTION 5. SICK LEAVE CASH-OUT OPTION. Each management employee shall have the option of "cashing out" up to fifty (50) hours of sick leave, once per fiscal year. However, a minimum balance of eighty (80) hours shall be maintained in their accrued sick leave account. This option can be exercised at any time during the term of the Agreement. Employees having in excess of 700 hours on June 1 of each

year, may cash out an additional 12 hours of sick leave. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

## SECTION 6. JOB INCURRED ILLNESS OR INJURY.

A. *Non-public safety management employees:* An employee, absent as a result of a job-incurred illness or a job-incurred injury, shall receive, as temporary disability compensation, the full amount of regular straight time salary or wages which would have been earned from the commencement of said disability and until a doctor's notice is received that the employee is released to return to regular work, or is classified as permanent and stationary. This compensation shall not exceed sixty (60) calendar days, and shall be paid only one time for a particular illness or injury. If the disability for which the benefits were payable continues or recurs due to the same or related causes after returning to work, it will be considered a resumption of the prior disability and no further compensation shall be made, except that which is provided by State Worker's Compensation Laws and applicable long-term disability insurance. Employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. hospital stays, medical appointments on the weekends, etc.)

The above notwithstanding, in the event of temporary disability, extending beyond the first sixty (60) calendar days, the employee shall have the option, in addition to compensation under the Worker's Compensation laws, to use paid sick leave, up to the number of hours accumulated, and, once sick leave is exhausted, may also then elect to draw on any accumulated vacation hours to receive up to the amount of the employee's bi-weekly pay.

B. *Police management employees:* Job-incurred illness or injury compensation (4850 pay) is paid, based on verification, as required by the California Labor Code. Employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. hospital stays, medical appointments on the weekends, etc.)

SECTION 7. APPROVAL OF SICK LEAVE. Sick leave absence with pay may be taken, provided that the employee has a sufficient balance of accrued sick leave to cover the requested absence.

A. No payment for sick leave shall be made without the approval of the City Manager.

B. If a management employee's sick leave absence extends beyond three consecutive working days for reasons of personal illness or injury, or any time abuse of sick leave is suspected, a written statement may be required, certifying that the employee was incapacitated from the performance of their employment duties during the entire term of such absence. The written statement shall be signed by a licensed physician or dentist qualified to render a medical opinion on the illness or injury in question. If an employee's sick leave absence extends beyond five consecutive working days for reasons of personal illness or injury, such written

statement from a physician or dentist shall be required. Whenever a physician or dentist written statement is required by the City, the City shall reimburse the employee for any applicable office visit copays incurred.

C. Where a management employee's absence due to personal illness or injury extends for more than five consecutive working days, the City Manager, may require the employee to submit to one or more examinations, at City expense and by physicians or dentists selected by the City in its sole discretion for the purpose of determining the nature and extent of the employee's disability. The failure or refusal of an employee to submit to any such examination within five days after being requested to do so in and of itself constitutes sufficient and proper grounds for termination of the employee.

D. Upon the management employee's return to work following an absence for more than five working days due to illness or injury, an employee shall submit to the City Manager a written statement signed by a qualified physician or dentist certifying that they are physically able to resume work.

E. An employee who has used all sick leave earned and credited, may not have additional unearned sick leave credit advanced except by approval of the City Council.

**SECTION 8. COMPENSATION FOR UNUSED SICK LEAVE.** The unit value of an employee's unused sick leave shall be eight hours for each full month of employment. No compensation for unused sick leave accumulation will be paid if termination, for any reason, occurs prior to 60 months of continuous full-time employment.

A. The first full day of sick leave absence in any month shall not be added to or subtracted from the accumulation. Any number of hours of sick leave absence, within an eight-hour day, will be charged against the credit for that day or month. Any number of full days or hours of any one day, more than the first eight hours of paid sick leave absence in any month, shall be charged against the accumulated credit.

B. Except as provided below, a management employee upon a regular, California Public Employees' Retirement System (CalPERS) retirement following the completion of 60 or more months of continuous employment with the City of La Palma, shall receive 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of 320 hours at the salary or wage rate in effect at such retirement.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, at retirement, 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at such retirement. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 700 hours at the time of retirement.

C. Except as provided below, if a full-time employee's employment is separated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for fifty percent (50%), computed to the nearest whole dollar, of the unused sick leave accumulated days will be paid, up to a maximum of 320 unused sick leave accumulated hours. Compensation shall be based on the hourly rate of pay at the time of termination.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, upon separation other than retirement, 50 percent (50%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at the time of separation. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 350 hours at the time of separation.

D. The individual employees that have in excess of 500 hours of accrued sick leave as of July 1, 2011, as referred to in Subsections B and C in this Section, shall be identified in a Side Letter on July 1, 2011, that identifies the exact accrued sick leave balance for each affected employee as of July 1, 2011. The Side Letter shall be placed in each affected employee's Personnel File.

## ARTICLE VIII

### OTHER LEAVE PROVISIONS

#### SECTION I. PREGANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITION

A. A female employee disabled by pregnancy, childbirth, or a related medical condition may take a leave for a reasonable period of time not to exceed four months and thereafter return to work. The employee shall be entitled to utilize any accrued vacation, compensatory time, and/or sick leave during this period of time. "Reasonable period of time" means that period during which the female employee is disabled on account of pregnancy, childbirth, or a related medical condition.

An employee who plans to take a leave pursuant to this section must give the City reasonable notice of the date the leave shall commence and the estimated duration of the leave.

The City will maintain group medical coverage for employees taking pregnancy disability leave, for the entirety of the four-month leave, at the same level and under the same conditions that coverage would have been provided if the employee had not taken the leave.

An employee, with the advice of her physician, may request a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy where that transfer can be reasonably accommodated. The City is not required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Under FMLA, any period of incapacity or treatment due to pregnancy, including prenatal care, is a "serious health condition," and therefore leave taken for that purpose will be counted as part of the 12-week total entitlement under FMLA.

The right to take leave under California Family Rights Act (CFRA) is separate and distinct from the right to take pregnancy disability leave under Government Code Section 12945(a). An employee's own disability due to pregnancy, childbirth, or related medical conditions is not included as a "serious health condition" under CFRA. Thus, at the end of an employee's four-month pregnancy disability leave under Government Code Section 12945(a), the employee may take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition or that the employee continue to be disabled by her pregnancy, childbirth, or related medical condition in order to take CFRA leave for the birth of the child. CFRA also provides that the City may (but is not required to) allow an employee to use CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Doing so would not require the City to provide more than the amount of CFRA leave to which the employee was otherwise entitled.

Under CFRA, the maximum possible combined leave entitlement for both pregnancy disability leave and CFRA leave for the birth of the child is four months and twelve workweeks. That assumes that the employee is disabled by pregnancy, childbirth, or a related medical condition for four months and then requests and is eligible for a full 12 week CFRA leave for the reason of the birth of her child.

For purposes of determining whether an employee who has taken a pregnancy disability leave (which is also a FMLA leave) and who then wants to take a CFRA leave for the birth of her child has met the CFRA employee eligibility requirements, the 12-month period during which the employee must have worked 1,250 hours is the period immediately preceding the employee's first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child.

**SECTION 2. BEREAVEMENT LEAVE.** A management employee shall be granted paid Bereavement Leave of no more than 36 hours in any one instance in the event of the death of a member of the employee's immediate family, consisting of spouse, domestic partner, parents, children, step-children, grandchildren, grandparents, brother or sister, step-brother or step-sister of the employee as well as the parents or grandparents of the employee's spouse or domestic partner. In the event the employee must travel out of state in connection with the bereavement, the leave shall be extended to 45 hours.

**SECTION 3. MILITARY LEAVE.** A management employee shall be entitled to a leave with pay, less any amount the employee receives or is entitled to as compensation by the Federal or State government, for required active duty in the Armed Forces Reserve, after full-time continuous employment by the City for at least 12 months, for a period not to exceed 30 calendar days. A further leave without pay shall be granted if a required encampment extends longer than 30 calendar days. At the conclusion of the military duty, the employee shall be permitted to resume their former position in the City employment. If military leave is taken prior to 12 months of continuous full-time employment, the leave shall be without pay. An employee eligible for paid leave may select the option of receiving full pay and turning over to the City their payment for military service, or may request the difference between the payment for military service and their regular salary.

**SECTION 4. PERSONAL LEAVE.** Leaves of absence without pay, each not to exceed one calendar month, may be granted by the City Manager, in his or her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in his or her sole discretion. Requests for all leaves of absence without pay shall first be made to the Department Head.

**SECTION 5. ABSENCE WITHOUT LEAVE.** Any absence from work without leave or without a post-absence acceptable excuse, or pursuant to a right established in this Resolution, shall, in and of itself, be sufficient grounds for termination of employment.

**SECTION 6. BENEFIT PROVISIONS FOR LEAVES WITHOUT PAY.** Any employee on an approved leave without pay for any reason, in excess of 30 days, shall not be entitled to

paid City benefits during the time of the absence unless such payment is required by law. The employee shall have the option of continuing one or more benefits at their sole expense at the actual rate charged.

SECTION 7. ADMINISTRATIVE LEAVE. Management employees shall be entitled to administrative leave with no loss in salary for a total of up to 80 hours per fiscal year subject to the approval of the City Manager.

SECTION 8. CATASTROPHIC LEAVE. Any employee who has a serious health condition and has exhausted their available paid leaves may be eligible to receive donated leave from other employees under the City's Catastrophic Leave Program. Any employee may donate sick leave or vacation leave to an eligible employee under the Catastrophic Leave program assuming he/she meets the qualifications to donate as defined in the program.

## ARTICLE IX

### TRAINING

SECTION 1. REQUIRED TRAINING. A management employee who is required by the City Manager to attend a specified off duty training course, shall, upon submission of receipts, receive reimbursement for the following: transportation cost where appropriate, cost of books, course registration and related expenses directly necessary for the successful completion of the course. Additionally, time engaged in mandated training shall be paid time.

SECTION 2. DESIRABLE TRAINING. Desirable training is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City. In accordance with the City's Tuition Reimbursement Program; prior to enrolling in a class for desirable training, a management employee desiring reimbursement for their expenses shall obtain the City Manager's approval as to course content and its relationship to the employee's employment with the City. In the event the City Manager approves such request, which approval shall be at the City Manager's sole discretion, and upon completion of the course, with a grade of "C" or better, or equivalent grade point, the employee shall submit to the City Manager a copy of the official transcript and a receipt for the tuition fee. On approval by the City Manager, the employee shall then be reimbursed for the cost of tuition, maximum cost to the City of which shall be \$567, plus up to \$100 for the cost of books required for the completion of the course(s) which may then become the property of the City in accordance with the tuition reimbursement policy adopted by the City. Employees may submit costs for courses and books for reimbursement for up to three semesters per year for a maximum annual reimbursement of \$2,001. If the employee terminates their employment with the City of La Palma either voluntarily or involuntarily within one year following the date of course completion, all funds reimbursed for such course work shall be repaid to the City by the employee.

SECTION 3. TRAINING CONFERENCES AND SEMINARS. With the approval of the City Manager at their sole discretion, employees may participate in various conferences and seminars. They will be reimbursed on a cost basis after presenting receipts for allowable expenses.

#### SECTION 4. TRAVEL EXPENSES.

A. Mileage Reimbursement. Approved use of private automobiles on City business will be reimbursed at the standard mileage rate as established by the IRS from time to time. When an employee is travelling from home to a meeting or event, the mileage will be reimbursed either from the employee's home address or City Hall, whichever is less.

B. Other Costs. Reimbursement of actual and necessary expenses while on City business shall be in accordance with the guidelines established in the City's Administrative Policy Manual. Reimbursement requests must be turned in within 30 days of the end of the fiscal year for reimbursement.

ARTICLE X

GROUP INSURANCE

SECTION 1. MEDICAL PREMIUMS.

A. All management employees must enroll in one of the PERS health program plans, unless they submit to the City both: (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions as described below for any other eligible plans.

B. Medical Plan Premiums.

1. Miscellaneous and Tier 2 Safety (Police Chief and Captains) hired on or after July 1, 2011) Management Employees. For Miscellaneous and Tier 2 Safety Management employees covered by this Agreement, the City shall pay a maximum of the medical plan premium required by the Public Employees Medical and Hospital Care Act (PEMHCA), which is as follows:

January 1, 2015: \$122  
January 1, 2016: \$125  
January 1, 2017: \$128 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the caps required by Government Code Section 22892.

2. Tier One Safety Employees. For Tier One (hired before July 1, 2011) Police Management employees covered by this Agreement, the City will contribute \$416.49 toward the cost of the premiums for medical insurance under the PEMHCA for each employee, and his or her eligible dependents, and for each annuitant in PERS and his or her eligible dependents.

C. Fringe Benefit Cafeteria Plans.

1. Miscellaneous and Tier 2 Safety Management Employees. The City shall make a monthly fringe benefit contribution to each eligible Miscellaneous and Tier 2 Safety Management employee to be used toward the fringe benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The City's distribution of this monthly composite contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

<b>Effective July 1, 2015</b>			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$294.49	\$122	\$416.49

Employee + one	\$484.49	\$122	\$606.49
Employee + two or more	\$643.49	\$122	\$765.49
<b>Effective January 1, 2016</b>			
Employee Only	\$391.49	\$125	\$516.49
Employee + one	\$581.49	\$125	\$706.49
Employee + two or more	\$740.49	\$125	\$865.49
<b>Effective January 1, 2017</b>			
Employee Only	\$388.49*	\$128*	\$516.49
Employee + one	\$578.49*	\$128*	\$706.49
Employee + two or more	\$737.49*	\$128*	\$865.49
*Estimated			

2. Tier One Safety Employees: For Tier One (hired before July 1, 2011) Safety Management employees covered by this Agreement, the City will make a monthly fringe benefit contribution to each eligible member of the unit to be used toward the health benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The fringe benefit contribution to those full-time employees who enroll in one of the PERS health plans shall be in the following manner.

<b>Effective July 1, 2015</b>			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$0	\$416.49	\$416.49
Employee + one	\$190.00	\$416.49	\$606.49
Employee + two or more	\$349.00	\$416.49	\$765.49
<b>Effective January 1, 2016</b>			
Employee Only	\$100.00	\$416.49	\$516.49
Employee + one	\$290.00	\$416.49	\$706.49
Employee + two or more	\$449.00	\$416.49	\$865.49

D. Eligibility to enroll in the medical insurance plan provided by the City shall be within 60 days of consecutive, continuous full-time employment with the City. Coverage normally begins the first day of the month following 30 days of consecutive, continuous full-time employment with the City. Employee's start date and return date of enrollment documents may alter the date when coverage begins. City-paid coverage is maintained during an approved family medical leave act (FMLA) or California Family Rights Act (CFRA) leave regardless of the employee's paid status.

E. A manager who selects the option of not enrolling in one of the CalPERS plans and who meets the conditions outlined in Section 1 (A) of Article X, shall receive the monthly composite contribution for the coverage for which they are eligible. The payment shall be calculated and distributed with the first and second paycheck after the end of each month.

The employee may change from single to dependent coverage at any time, but will be subject to the rules and regulations of PERS health programs regarding such reinstatements.

F. Those managers whose monthly health plan premiums are less than the City contribution outlined in Sections 1 (B) and (D) above, shall be provided the difference through the regular payroll process in the same manner that payments in Section E are made.

G. Management employees separating from the City, as a result of either service or disability retirement, shall be maintained as an insured member of the City group medical plan, as it from time to time exists, with the City paying 100% of the employee only premiums (within the limit described in Section 1 (B) above).

Management employees who have at least fifteen years of service and who separate from the City as a result of retirement due to medical conditions shall be maintained as an insured member of the City group medical plan, with the City paying an amount equal to 100% of the employee only premiums and fringe benefit contribution. Eligible employees will be covered by this provision up to the age of 65.

If a retiree who currently is eligible to obtain medical insurance coverage, which is generally similar or better in coverage and benefits, at no cost to the retiree, the City may terminate its obligation to provide medical insurance benefits to that retiree. It is understood that medical insurance plans differ from place to place and that individual items within the plan may vary; it is not intended by this language that the plans need to be identical in coverage.

H. Pursuant to CalPERS, the effective date of termination of health insurance coverage for a full-time employee separating from the City for reasons other than those mentioned in Article X, Section 1 (G) above, is the first of the second month following separation.

I. Except as set forth in Sections 1 (A) through 1 (G) above, the City shall not pay directly or indirectly pay for or reimburse to any affected employee, any costs or expenses related to medical care or hospitalization incurred by an affected employee or his or her dependents after the effective date of coverage under the PERS plan.

## SECTION 2. DENTAL PLAN.

A. A management employee may enroll in any dental insurance plan provided by the City. Any such dental plan shall also provide orthodontic coverage.

B. The City shall pay 100% of the premium for a management employee and his or her dependents.

C. Eligibility to enroll in any group dental insurance plan provided by the City shall be following 30 days of consecutive continuous employment with the City.

D. If a management employee is enrolled in the City's dental plan and that plan pays for crowns, the City shall pay up to 30% of the reasonable and customary amount charged for the crown upon presentation of a billing statement or statement of benefits from the dentist showing the amount charged and the amount paid by insurance, if applicable. At no time shall the reimbursement from the City exceed the employee's "out-of-pocket" costs for the received services nor shall the combination of insurance and the City reimbursement exceed 80% of the reasonable and customary amount charged for the services. Child dependents are covered to age 25.

SECTION 3. VISION PLAN. A management employee and his or her dependents may receive up to \$300 per fiscal year for vision care expenses related to services and supplies performed or prescribed by an optometrist, ophthalmologist or dispensing optician. Such benefits may include an annual eye exam (including refraction), lenses, frames, and corrective eye surgery. For the purpose of child dependents, dependents shall be defined pursuant to the dependent definition of the City's medical plan provider.

SECTION 4. DISABILITY INSURANCE. All management employees shall enroll in any long-term disability plan as provided by the City, with the City paying 100% of the premium.

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for management employees in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM The City shall pay for membership in an employee assistance program selected by the City for management employees and their dependents.

SECTION 7. ANNUAL HEALTH/WELLNESS PROGRAM REIMBURSEMENT All management employees shall be eligible to receive reimbursement, up to \$500 per fiscal year, for health and/or wellness services or programs, as approved by the City Manager.

SECTION 8. FLEXIBLE BENEFITS PLAN The City shall offer an IRS Flexible Benefits Plan to all management employees for purposes of pre-tax payroll deductions for childcare and/or eligible medical expenses. The Plan may be changed or eliminated by the City in its sole discretion.

ARTICLE XI

RETIREMENT

The City shall provide a three tier retirement system as follows:

- A. Tier One Miscellaneous Employees (Hired before July 1, 2011):
- B. Tier Two Miscellaneous Employees (Hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA)
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (hired on or after January 1, 2013)
- D. Tier One Safety Employees (Hired before July 1, 2011)
- E. Tier Two Safety Employees (Hired on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA)
- F. PEPRA Safety Employees (hired on or after January 1, 2013)

SECTION 2. Benefits and Contributions for these six plans shall be as follows effective July 1, 2015:

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single Highest Year	ER Contribution	EE Contribution 8%
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost 6.25% (FY 2015-16)
Tier One Safety	3% @ 50	Single Highest Year	ER Contribution	EE Contribution 9%
Tier Two Safety	2% @ 55	Highest Average 36 consecutive months	ER Contribution	EE Contribution 7%
PEPRA Safety	2% @ 57	Highest Average 36 consecutive months	50% of Normal Cost	50% of Normal Cost 10.25% (FY 2015-16)

- A. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- B. All computations shall be according to California Public Employees Retirement Law (PERL).
- C. All of these retirement plans shall provide the CalPERS Level 4

Survivor Benefit.

- G. All employees in this group shall make a 1.45% Medicare employee contribution regardless of their hire date. The city matches this contribution.



## ARTICLE XII

### DEFERRED COMPENSATION

The City shall provide payroll deduction and deposit of amounts authorized by an employee desiring to participate in the deferred compensation plan selected for La Palma general employees under existing resolutions. The City shall not contribute any amount to the deferred compensation plan unless said contribution is set out in a specific employment agreement. Requests for annual contributions to deferred compensation should be made during the open enrollment period for medical insurance. Changes to withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests).

## ARTICLE XIII

### GRIEVANCE PROCEDURE

Management employees with the title of Police Captain are permitted to appeal disciplinary actions in accordance with the Police Officer Bill of Rights (POBR) and applicable La Palma Police Department policies.

## ARTICLE XIV

### OTHER PROVISION

If, at any point during the term of this Resolution, the City experiences, or it becomes known that the City will experience, a major revenue loss in the General Fund from a single or combined source (as defined below), the City may modify the Resolution in regards to, but not limited to, salary and wage schedules, benefit schedules, and staffing levels.

Circumstances which may determine such revenue losses may include, but not be limited to, new legislation, loss of a major sales tax provider(s), certain business industry fluctuations, and any other unforeseen event affecting any or several of the City's General Fund revenue sources.

Attachment A

**La Palma Management Group  
Classification and Salary Table  
July 1, 2015 through June 30, 2017  
Pursuant to Article III, Section 5B of the Comprehensive Listing of Personnel  
Practices  
Revised Effective March 4, 2016**

	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
<b>City Manager</b>							
Annual	152,000.05	152,000.05	152,000.05	152,000.05	152,000.05	152,000.05	152,000.05
Monthly	12,666.67	12,666.67	12,666.67	12,666.67	12,666.67	12,666.67	12,666.67
Biweekly	5,846.16	5,846.16	5,846.16	5,846.16	5,846.16	5,846.16	5,846.16
Hourly	76.9231	76.9231	76.9231	76.9231	76.9231	76.9231	76.9231
<b>Administrative Services Director</b>							
Annual	107,540.05	112,917.05	118,562.90	124,491.05	130,715.60	137,251.38	144,113.95
Monthly	8,961.67	9,409.75	9,880.24	10,374.25	10,892.97	11,437.61	12,009.50
Biweekly	4,136.16	4,342.96	4,560.11	4,788.12	5,027.52	5,278.90	5,542.84
Hourly	54.4231	57.1443	60.0015	63.0015	66.1516	69.4592	72.9322
<b>Community Development Director</b>							
Annual	108,942.41	114,389.53	120,109.01	126,114.46	132,420.18	139,041.19	145,993.25
Monthly	9,078.53	9,532.46	10,009.08	10,509.54	11,035.02	11,586.77	12,166.10
Biweekly	4,190.09	4,399.60	4,619.58	4,850.56	5,093.08	5,347.74	5,615.13
Hourly	55.1328	57.8894	60.7839	63.8231	67.0143	70.3650	73.8832
<b>Community Services Director</b>							
Annual	108,942.41	114,389.53	120,109.01	126,114.46	132,420.18	139,041.19	145,993.25
Monthly	9,078.53	9,532.46	10,009.08	10,509.54	11,035.02	11,586.77	12,166.10
Biweekly	4,190.09	4,399.60	4,619.58	4,850.56	5,093.08	5,347.74	5,615.13
Hourly	55.1328	57.8894	60.7839	63.8231	67.0143	70.3650	73.8832
<b>Police Chief</b>							
Annual	112,726.85	118,363.19	124,281.35	130,495.42	137,020.19	143,871.20	151,064.76
Monthly	9,393.90	9,863.60	10,356.78	10,874.62	11,418.35	11,989.27	12,588.73

Attachment A

Biweekly	4,335.65	4,552.43	4,780.05	5,019.05	5,270.01	5,533.51	5,810.18
Hourly	57.0480	59.9004	62.8954	66.0402	69.3422	72.8093	76.4498

**Police Captain**

Annual	100,814.14	105,854.84	111,147.59	116,704.97	122,540.21	128,667.22	135,100.59
Monthly	8,401.18	8,821.24	9,262.30	9,725.41	10,211.68	10,722.27	11,258.38
Biweekly	3,877.47	4,071.34	4,274.91	4,488.65	4,713.09	4,948.74	5,196.18
Hourly	51.0193	53.5703	56.2488	59.0612	62.0143	65.1150	68.3707

\*Effective July 1, 2015, Executive Management took a 5% reduction in pay. This was facilitated by the top step being suspended and each employee being moved down one step.

\*Effective with the payperiod beginning March 4, 2016, Employees were restored to their original step and the total work hours were reduced by 5% in the same manner as reductions were taken by the LPGEA and LPPEA employees. In addition, the Police Chief Salary was reduced to be lower than the City Manager salary.