

**RESOLUTION NO. 15-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF  
LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR MIDDLE  
MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES AND  
REPEALING RESOLUTION NO. 14-52**

**WHEREAS**, the classifications in the middle management, professional and confidential service are not represented by a recognized employee organization for reasons of confidentiality of the classification and/or the professional or management nature of the classification; and

**WHEREAS**, employees in these classifications are exempt under the provisions of the Fair Labor Standards Act; and

**WHEREAS**, the City Council intends to compensate these employees in a fair and equitable manner;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

Resolution No. 14-52 is hereby repealed in its entirety.

The benefits for the affected classifications as shown below are as follows, effective July 20, 2015.

Accountant  
Accountant/Payroll Specialist  
Accounting Manager  
Administrative Aide  
Administrative Analyst  
Assistant to the City Clerk  
Assistant Planner  
Associate Planner  
Community Services Superintendent  
Community Services Supervisor  
Crime Prevention Specialist  
Customer Services Supervisor  
Deputy Fire Marshal  
Executive Assistant to the City Manager  
Fire Battalion Chief  
Fleet Superintendent  
Information Systems Specialist  
Information Systems Technician  
Maintenance Manager  
Maintenance Supervisor  
Management Analyst

1 Parks Manager  
2 Police Captain  
3 Police Community Services Supervisor  
4 Police Records Supervisor  
5 Police Services Coordinator  
6 Public Works Manager  
7 Principal Planner  
8 Recreation Coordinator  
9 Senior Management Analyst  
10 Senior Planner  
11 Utility Supervisor  
12 Utilities Manager  
13 Water Supervisor

14 **Section 1. BENEFITS.**

15 **I. SALARIES**

16 A five (5) step salary schedule with five percent (5%) difference between steps is  
17 hereby established for the classifications listed in this Resolution. With the  
18 exception of Police Captain and Fire Battalion Chief, effective at the beginning of  
19 the first full pay period in July of each year, the steps of the salary schedule will be  
20 adjusted to equate to Step 5 of the market median top base monthly salary for  
21 those classifications surveyed as determined by the City Manager. Median salary  
22 adjustments for Fire Battalion Chief and Police Captain shall be done with the first  
23 full pay period in January of each year.

24 The local agencies that will be surveyed for comparison purposes include: the  
25 cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, La Puente,  
26 Monrovia, Montclair, Ontario, Pomona, Rancho Cucamonga, San Dimas, Upland,  
27 West Covina, and the Chino Valley Independent Fire District.

28 **II. SICK LEAVE**

- 29 A. **Accrual Rate.** Employees shall accrue sick leave at the rate of eight (8) hours  
30 per month. Sick leave shall accrue on a monthly basis beginning with the first  
31 month of employment. Sick leave accrual shall be prorated when an  
32 employee begins or terminates his/her employment in the middle of a month.  
33 In consideration of Battalion Chiefs working a 56-hour work schedule, their  
34 rate of accrual will be 11.2 hours per month.
- 35 B. **Accumulation.** Sick leave may be accumulated indefinitely as long as the  
36 employee works for the City.
- 37 C. **Deduction.** Sick leave granted by the City and used by the employee shall be  
38 deducted from the employee's accrued sick leave balance.

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- D. **Accrual During Leave.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided in this Resolution.
  - E. **No Accrual After Separation.** Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.
  - F. **Physician's Certificate.** Evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's absence during the time for which sick leave is requested.
  - G. **Family Emergencies.** Sick leave may be granted for emergencies involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, father-in-law, or individual that employee has been granted power of attorney over their affairs) not exceeding five (5) days.
  - H. **Accessibility.** An employee who is granted sick leave for personal illness/disability or family illness/disability shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the City during the employee's assigned shift. Exceptions to this requirement shall be authorized for seeking medical treatment.
  - I. **Payment Upon Separation.** At termination of employment for other than disciplinary reasons, after fifteen (15) years of service, an employee shall be paid for accumulated sick leave on the books up to one (1) month's salary at the then current rate; or the employee, upon retirement and fifteen (15) years of service, may convert up to six hundred forty (640) hours of sick leave to three hundred twenty (320) hours of vacation. Said sick leave conversion shall be on the ratio of two (2) hours of sick leave to one (1) hour of vacation to a maximum conversion of three hundred twenty (320) hours of vacation. This shall be in addition to the employee's normal vacation accrual as specified in Section VI (Vacations) in this Resolution. Sick leave applied towards medical retirement benefits provided in Article VIII(B) shall not be paid off under this section. If the separation is the result of a City offered incentive, sick leave conversion will not be permitted.

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### **III. ADMINISTRATIVE LEAVE**

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In recognition of the fact that Middle Management, Professional and Confidential employees are not entitled to receive overtime compensation despite devoting hours beyond the normal work week, employees may be allowed to take administrative leave at the discretion of their department head. These days cannot be accrued and no payoff shall occur at termination.

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The only exceptions to the blanket prohibition of eligibility for overtime compensation are employees who are assigned to perform duties on behalf of a third-party entity with full cost reimbursement to the City. In such reimbursable

third-party assignments, an employee will be compensated in accordance with Administrative Regulation No. 320.

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**IV. BEREAVEMENT LEAVE**

In the event of the death of an immediate family member, employees covered by this resolution are entitled to use up to 5 days for bereavement leave. At the approval of the department head and with concurrence from the City Manager, individuals may use accrued sick leave or administrative leave or any combination of these leaves to account for this time. For purposes of this section, immediate family shall be defined as spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, and father-in-law.

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**V. PROBATIONARY PERIOD**

- A. All original appointments shall be tentative and subject to a probationary period of one (1) year.
- B. All promotional appointments shall be tentative and subject to a one (1) year probationary period, with the exception of Police Captain which will have a probationary period of eighteen (18) months.
- C. The probationary period may be extended by the City as a result of an employee's unfavorable performance evaluation not to exceed three (3) months.
- D. During the probationary period, a newly hired employee may be discharged by the City without right of appeal if the City deems the employee unfit or unsatisfactory for permanent appointment.
- E. During the probationary period, a promoted employee may be demoted back to the previous job held without right of appeal if the City deems the employee unfit or unsatisfactory for permanent appointment to the promoted position.
- F. The Probationary period shall be regarded as part of the testing process and shall be utilized for securing the most effective adjustment of a new employee to a position and for rejecting an employee whose performance does not meet the standards of work.

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**VI. UNIFORM ALLOWANCE**

Each employee in the classification of Battalion Chief and Deputy Fire Marshal who works the full year shall receive six hundred dollars (\$600) per year for uniform purchase and maintenance, payable once a year on the first pay period ending in December, while the Police Captain shall receive two hundred fifty dollars (\$250), Police Community Services Supervisor, Police Records Supervisor, Police Services Coordinator and Crime Prevention Specialist shall receive six hundred dollars (\$600). Those affected employees who retire prior to the uniform allowance being paid shall receive a prorated share of their uniform allowance.

1 **VII. HOLIDAYS**

2 A. The following schedule for holidays shall be observed and employees shall  
3 receive the following days off with pay:

- 4 1. New Year's Day 6. Labor Day  
5 2. Martin Luther King Day 7. Veterans Day  
6 3. Presidents Day 8. Thanksgiving  
7 4. Memorial Day 9. Christmas Day  
8 5. Independence Day 10. Floating Holiday

9 B. **Weekends**. In the event that a holiday falls on a Sunday, the Monday  
10 following will be observed as the holiday, or if it falls on a Friday or Saturday,  
11 the Thursday preceding will be observed as the holiday.

12 C. **Hours of Pay**. Employees assigned to a thirty-six (36) hour workweek shall  
13 be paid for nine (9) hours per holiday. Employees assigned to a forty (40)  
14 hour workweek shall receive eight (8) hours of holiday pay per holiday.

15 D. **Fire Department Chief Officers**. Fire Battalion Chiefs shall be paid on a  
16 monthly prorated basis for ten holidays per year, twelve (12) hours per holiday,  
17 at the straight rate. When a holiday falls on the normally scheduled workday;  
18 the Battalion Chief with the duty assignment shall work the holiday at the  
19 straight hourly rate.

20 E. **Holiday Scheduling**. When the Christmas holiday schedule would cause City  
21 Hall to be closed for two (2) consecutive days, the City may seek volunteers to  
22 trade holiday time off so that City Hall would remain open an additional day  
23 with a staffing of volunteers only who would take a replacement holiday off.

24 F. **Floating Holiday** must be used in full-day increment and must be used in  
25 benefit period July 1 through June 30.

26 **VIII. VACATIONS**

27 A. **Accruals**. All employees shall accrue paid vacation leave as provided below.  
28 Vacation times shall accrue on a monthly basis and shall be prorated when an  
employee begins or terminates his/her employment in the middle of a month.

**36-Hour Workweek**

Consecutive Years

of Service	Weeks Per Year	Hours Per Year
0-5	2.8	100.8
Beginning of 6 <sup>th</sup>	3.6	129.6
Beginning of 8 <sup>th</sup>	4.0	144.0
Beginning of 10 <sup>th</sup>	4.6	165.6
Beginning of 12 <sup>th</sup>	4.8	172.8
Beginning of 14 <sup>th</sup>	5.0	180.0

**40-Hour Workweek**

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-5	2.8	112
Beginning of 6 <sup>th</sup>	3.6	144
Beginning of 8 <sup>th</sup>	4.0	160
Beginning of 10 <sup>th</sup>	4.6	184
Beginning of 12 <sup>th</sup>	4.8	192
Beginning of 14 <sup>th</sup>	5.0	200

**56-Hour Workweek**

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-5	2.8	157
Beginning of 6 <sup>th</sup>	3.6	202
Beginning of 8 <sup>th</sup>	4.0	224
Beginning of 10 <sup>th</sup>	4.6	258
Beginning of 12 <sup>th</sup>	4.8	269
Beginning of 14 <sup>th</sup>	5.0	280

**B. Cap on Vacation Leave Accrual.** A cap on vacation leave accrual will be implemented at the following amounts or an employee's balance as of July 1, 2014, whichever is greater:

36-Hour Workweek = 750 vacation leave hours

40-Hour Workweek = 830 vacation leave hours

56-Hour Workweek = 1160 vacation leave hours

1. At the beginning of each calendar year, employees will be provided with a report of their vacation leave balance.
2. At the end of each calendar year, employee's vacation leave balances must be at or below the established cap. Vacation leave balances in excess of the cap amount will be lost.
3. Until December 2016, employees with vacation leave over the cap may cash out an additional week of vacation leave provided they have used, (not cashed out) three weeks of vacation during the same calendar year. This cash out is subject to the provisions found in section **L. Annual Cash Out** below.
4. Individuals promoted into the Middle Management Group will be cashed out for any vacation leave above the cap at their existing hourly rate.

**C. Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard for the wishes of the employee and the work requirements of the City.

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- D. **After Separation/During Leave.** Vacation leave shall not be granted to any employee after separation from City service, or during a City authorized leave of absence without pay or any other absence not authorized by the City.
  - E. **During Probation.** Vacation leave shall not be granted to an employee during the first six (6) months of an employee's original probationary period. However, on the successful completion of that time, the employee will be credited with vacation leave that would otherwise have been accrued.
  - F. **Deduction.** Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
  - G. **Accrual During Leave With Pay.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave.
  - H. **Accrual During Leave Without Pay.** Vacation leave shall not accrue to any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
  - I. **During Holiday.** In the event that a holiday recognized in this Resolution occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
  - J. **Payment Upon Separation.** A permanent employee separated from City service shall receive compensation for his/her total accrued vacation leave at the employee's then current salary rate.
  - K. **Catastrophic Cash Out.** An employee who experiences unexpected financial obligations due to catastrophic conditions such as family medical expenses, death in the family, etc. may request authorization from the City Manager to "cash out" accumulated vacation hours provided, however, that the employee shall retain an accumulated vacation balance of at least 72 hours or 80 hours (2 weeks). Approval of such a request is subject to the sole discretion of the City Manager.
  - L. **Annual Cash Out.** Employees with a minimum of 500 hours of accumulated sick leave may "cash out" up to one (1) week of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 108 hours. Said vacation cash out shall be approved on the condition that it is paid to the employee in conjunction with an approved vacation leave of at least one week in duration.
  - M. **Deferred Compensation Plan Cash Out.** Employees age 50 or older are eligible to make increased contributions above the applicable deferral amount of \$5,000 for calendar year 2006 and beyond. Employees who will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the additional contributions shown above of vacation hours each year and have the funds deposited directly into deferred compensation. However, the employee's total deposit must be equivalent to the maximum deposit amount allowed by laws relating to Section 457 plans (without the added amount). The employee shall retain an accumulated vacation balance of at least two weeks (72 or 80 hours).
  - N. **Conversion to Deferred Compensation.** Notwithstanding any other provisions in this Resolution, employees within 5 years of normal retirement age (45 for sworn and 50 for non-sworn) who have an accumulated vacation

1 leave balance of more than 1,000 hours may convert unused vacation to their  
2 457 deferred compensation account at their current hourly rate. Employees  
3 will have the ability to convert the cash equivalent of vacation hours on a 1:1  
4 match of deferred compensation contributions being made by the employee  
5 via payroll deductions. This provision is limited to a maximum of 250 hours  
6 annually and total contributions cannot exceed the maximum allowed by the  
7 IRS. In the event there are changes in the IRS Tax Code that prohibit this  
8 practice, this section will be rescinded immediately, and future contributions  
9 will be ceased.

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12 **IX. DEFERRED COMPENSATION**

13 In consideration of the enactment of the supplemental PARS plan outlined in  
14 Section VIII-B effective with the first full pay period in July 2006, this benefit will not  
15 be offered to those employees eligible for the new plan. However, those  
16 employees who are not eligible for the PARS plan, and have been receiving the  
17 deferred compensation benefit as of March 1, 2006, when the PARS plan was  
18 enacted, will still be entitled to the following benefit. The City shall provide a  
19 matching contribution to an employee's deferred compensation plan at a rate  
20 dependent upon an employee's years of full-time service with the City. The City's  
21 contribution will be up to the amount below, based on an equivalent contribution by  
22 the employee, and only as part of the City's recognized deferred compensation  
23 plan. Employee's total amount of contribution, including City funds, cannot exceed  
24 limits set by law.

<u>Years of Service</u>	<u>Biweekly Contribution</u>
0-5	\$30
6-10	\$45
10+	\$60

25 As a management benefit and to provide the City with advance notice of  
26 retirement, employees who have contributed the maximum under the "catch-up  
27 provision", have notified the City they plan to retire within twelve (12) months, and  
28 have been employed by the City for ten (10) or more years, can receive their  
29 contribution in taxable income provided it is allowable by state and federal tax  
30 code.

31 **X. RETIREMENT**

32 All employees shall be covered for retirement purposes by the Public Employees'  
33 Retirement System (PERS) in accordance with the contractual agreement between  
34 the City and the PERS. The plan is administered by the PERS Board. The City  
35 and the Employees shall be subject to the rules and regulations governing  
36 retirement, premium cost, etc., as endorsed and accepted by the PERS Board,  
37 except as otherwise noted herein.

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A. **Employer Premium.** Premium cost is fixed by the governing board of CalPERS and is divided between the City and the employee. The City shall pay the premium designated as employer charges.

B. **Employee Premium for "New Members," as Defined by PEPRA, Hired After January 1, 2013; MISCELLANEOUS MEMBERS PERS 2% @ 62 under PEPRA.**

"New Members" shall be subject to all of the conditions set forth in the Public Employees' Pension Reform Act of 2012 (PEPRA), which include, but are not limited to the following;

1. Employee contribution rate for "new members" as defined by PEPRA is at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter percent or the current contribution rate of similarly situated employees, whichever is greater.
2. Compensation cap for "new members" as defined by PEPRA (120% of Contribution and Benefit Base).
3. Calculation of benefits based on base pay for "new members" as defined by PEPRA.
4. Three (3) year average final compensation for "new members" as defined by PEPRA.
5. Benefits will be determined in accordance with all of the applicable requirements of PEPRA.

C. **Employee Premium for Individuals hired by the City on or prior to July 1, 2010; MISCELLANEOUS MEMBERS PERS 2.5% @ 55 FORMULA.**

Effective with the first full pay period in July 2015, employees will be responsible for paying 8% of their member contribution to PERS.

D. **SWORN MEMBERS PERS 3% @ 50 FORMULA.**

1. **Employer Premium.** Premium cost is fixed by the governing board of CalPERS and is divided between the City and employee. The City shall pay the premium designated as employer charges.
2. **Employee Premium.** Effective with the first full pay period in July 2014, the portion paid by the employees will increase by 1.5% (from 4.5% to 6%). Further, effective every first full pay period in July thereafter, employee's portion will increase by an additional 1.5% until it reaches a total of 9%.

E. **NEW HIRES.** Regardless of classification, any employee hired (not promoted) after 7/1/10, will be responsible for their full share of the PERS employee premium – 9% for safety, 8% for miscellaneous.

## **XI. MEDICAL AND DENTAL PLANS**

A. **Medical Plan – Active Employees:** The City shall provide group medical insurance as approved by the Employee Health and Safety Committee for all employees and their dependents.

Employees shall also have the ability to choose from an optional plan and the City will agree to pay an amount not exceeding the amounts of the Health Net premium.

1. At the time of hire, an employee shall choose a plan that best meets the needs of the employee.
2. An open enrollment period will occur in May-June of each year. During this time, an employee may change to another plan (effective July 1).

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B. **Medical Plan – Retired Employees:** The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:

-- Employees who retired before September 1, 1990, shall be eligible to receive up to \$125 per month.

-- Employees who retired between September 1, 1990 and January 1, 1998, shall be eligible to receive up to \$155 per month.

-- Employees who retire after January 1, 1998, shall be eligible to receive up to \$225 per month.

The amount of City-paid contributions towards medical insurance for those who retired prior to 12-31-99 shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.

-- Those who retire after 1-1-00 will be provided with monthly medical insurance contributions in the amount of eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents). The amount of City-paid contributions towards medical insurance premiums for those retired after 1-1-00 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. Payment of these amounts is subject to the conditions shown below.

-- Those who retire after July 1, 2004 will be provided with medical insurance contributions in an amount that does not exceed 80% of the monthly amount of the least expensive HMO (for the retiree and covered dependents). That amount shall not be fixed and will increase with changes in the rates that are available through the City provided plans. Payment of these amounts is subject to the conditions shown below.

1. The employee has 10 years or more of continuous service with the City.
2. The employee has a minimum of 500 hours of sick leave on the books at the time of retirement (unused vacation, at the time of retirement, may be expended to supplement the employee's sick leave hours to meet the aforementioned requirement). For the purposes of this section, sick leave hours are for determining eligibility for benefit only and shall not be deducted from an individual's balance; and
3. Obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may receive direct payments from the City in the amounts specified above. In order to receive such payments, the retiree shall provide the City with an annual signed statement certifying that he/she has medical insurance coverage to cover the cost of catastrophic illness or injury for the retiree and dependents. Said medical insurance payments shall be made on a quarterly basis.
4. This benefit will be paid until the employee's death or eligibility for Medicare benefits, whichever comes first.
5. Fire Battalion Chief and Police Captain shall be entitled to the same retiree medical insurance contribution provided to rank and file safety

employees of the Fire Department and Police Department respectively. All other provisions related to medical insurance contributions for retired employees specified in the Memoranda of Understanding between the City and respective employee organizations for police and fire rank and file employees are also applicable to the Fire Battalion Chief and Police Captain. Individuals appointed to positions in this group after 7/1/13 will have their Medicare supplement capped at \$300 per month.

6. In the case of an employee, otherwise eligible for City contribution towards their retiree health insurance, retiring or having retired within forty-five (45) days of a change in the City's contribution formula provided for herein, the City Manager is hereby given the authority to prospectively adjust the retiree's health insurance contribution up to the level that went into effect within forty-five days of retirement.

C. **Dental Plan**. The City shall contribute to a group dental plan for the employee and eligible dependents in the form of an allocation of up to \$33 per month.

## **XII. TUITION REIMBURSEMENT**

The City shall reimburse employees for the cost of tuition and books up to \$1,700 per fiscal year when completing job related professional improvement course offered through the California University system or an accredited private college institution, provided that:

- A. The employee has obtained prior approval of either his/her department head or the Personnel Officer.
- B. The employee receives a minimum grade of "B" and submits proof thereof.
- C. The course is not generally a requirement to fulfill the minimum educational qualifications of his/her position.
- D. In the event that the recipient individual's employment with the City is terminated, for whatever reason, within twelve (12) months of the receipt of tuition reimbursement, he/she shall be obligated to repay the amount received within the past twelve (12) months to the City in full at the time of separation.
- E. **Education Incentive Pay for "Grandfathered" Employees**. The incumbent employee in the classification of Utility Supervisor as of February 2, 1998, is authorized to continue to receive Education Incentive Pay. (This classification was removed from the general service employees bargaining unit pursuant to Resolution No. 98-18. As a result, the incumbent employee in this classification is authorized to retain the education incentive pay that he achieved prior to being placed in the Middle Management, Professional and Confidential service of the City.) All employees subsequently appointed to the above listed classification shall not be eligible to receive Education Incentive Pay.

## **XIII. LONG TERM DISABILITY AND LIFE INSURANCE**

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A. **Long Term Disability Insurance.** The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:

Waiting period 90 days  
Benefit period to age 60  
% of insured earnings 66 2/3%  
Maximum benefit \$7,000 per month  
Minimum benefit \$100 per month

1. When an employee who is on an extended absence that is eligible under the City's long term disability plan has passed the 90-day waiting period but has not exhausted their sick leave balance, the City will reimburse the employee for those sick leave hours used from the 90<sup>th</sup> day until their balance has been exhausted or the employee has returned to work subject to the following conditions:
  - a. Employee has a minimum of ten (10) years of service with the City; and
  - b. Employee's overall rating for the last three evaluations has been satisfactory or above; and
  - c. Employee has been stricken with a catastrophic, life threatening injury or illness; and
  - d. City will reimburse these hours at a rate of ½:1.
  - e. Employee's balance will be reimbursed upon employee's retirement or their return to work.

B. **Life Insurance.**

1. The City will also provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a five thousand dollar (\$5,000) accidental death and dismemberment benefit.
2. Employees in the classifications of Fire Battalion Chief and Police Captain shall be provided with a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a fifty thousand dollar (\$50,000) accidental death and dismemberment benefit.

#### **XIV. WORKERS' COMPENSATION**

A. The City will provide worker's compensation insurance. The State's workers' compensation laws and this Resolution shall govern all aspects of duty related injuries, illnesses, and accidents.

B. **Industrial Injuries and Accidents.**

1. Employees shall report any duty related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible.
2. Employees shall report any duty related injury or illness which does not require medical treatment to the appropriate department supervisor by the end of the workday on which the injury or illness occurred.

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- B. **Accident Reporting.** Employees shall report any accident that results in any injury or property damage to the appropriate department supervisor as soon as physically possible.
  - C. **Medical Treatment.** Any employee suffering from any duty related injury or illness which requires medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
  - D. **Leave of Absence for Industrial Disability Qualification.** An employee suffering a duty related injury or illness that disables that employee from the performance of regular job duties may request a leave of absence for industrial disability. Such request may be submitted in the form of a workers' compensation claim. Any dispute regarding such claim shall be resolved through the State Workers' Compensation Appeals Board process.
  - E. **Compensation.** For any employee on leave of absence under the workers' compensation sections of the California Labor Code, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

10 **XV. AUTOMOBILE**

11 At the discretion of the City Manager, employees in the middle management,  
12 professional, confidential service of the City may be provided with the use of a City  
13 owned automobile and fuel for business related purposes or a monthly automobile  
14 allowance in an amount determined by the City Manager not to exceed \$300 per  
15 month. In no case shall a monthly automobile allowance exceed the equivalent  
16 cost of a City owned automobile, fuel, insurance, and maintenance.

16 **XVI. DRUG & ALCOHOL TESTING**

17 All employees in the middle management, professional, confidential service who  
18 operate a motor vehicle during the performance of their duties will be subject to  
19 drug and alcohol testing in accordance with Administrative Regulations issued by  
20 the City Manager.

20 **XVII. LEAVE OF ABSENCE**

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- A. Any employee who has successfully completed the original probationary period may request a leave of absence for a period of time not to exceed one (1) year.
  - B. Employee use of leave of absence for a purpose other than that requested shall be considered as an employee's automatic resignation from City service.
  - C. The City shall have sole discretion in approving or disapproving any employee request for leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

1 **XVIII. JURY DUTY**

- 2 A. Employees called for jury duty shall notify the City of the call. If, in the opinion  
3 of the City, the absence of the employee would result in undue disruption of  
4 work programs, the City may refuse to grant the employee a paid leave of  
5 absence to serve on jury duty.  
6 B. Where serious disruption would not occur, the City may permit the employee  
7 to serve for a period not to exceed ten (10) business days. The time spent off  
8 the job by the employee while actually serving on jury duty under the  
9 supervision of the court shall be compensated for on a straight time basis,  
10 limited to the employee's normal workday schedule. All per diem  
11 reimbursement paid the employee by the court shall be signed over to the  
12 City. Failure to provide court verification of jury duty attendance or  
13 reimbursement of the court per diem to the City shall be cause for the City not  
14 to compensate the employee for jury duty. Any compensation paid to the  
15 employee while on jury duty may be deducted from future earnings if the  
16 employee fails to provide court verification or reimbursement of the court per  
17 diem.

18 **XIX. EMERGENCY CALL-OUT PAY**

19 In recognition of the fact that Fire Battalion Chiefs are subject to regular standby  
20 duty assignments for which no additional compensation is provided, the City will  
21 provide payment to said Battalion Chiefs for emergency call-out duty as follows. In  
22 instances during which a Battalion Chief is called out to direct departmental  
23 emergency operations for a period of at least four (4) hours, the employee will  
24 receive compensation at the straight hourly rate for that call out duty.

25 **XX. FIRE BATTALION CHIEF SHIFT COVERAGE**

26 To provide adequate Fire Battalion Chief coverage in the event the scheduled  
27 Battalion Chief is absent, the City will compensate the covering Battalion Chief at  
28 their straight hourly rate for that assignment when the coverage period is for four  
(4) hours or more.

**XXI. SHOOTING PAY**

Police Captains shall be provided with the same benefit as provided to La Verne  
Police Officers Association members, subject to the same testing standards.

1 **XXII. MERGER OF FUNCTIONS**

2 In an effort to reduce operational costs, the City may find it necessary to merge  
3 services inter-departmentally. (e.g., park operations being merged within the public  
4 works department). In those cases the City Manager shall have the authority to  
5 provide manager responsible for overseeing added operations additional  
6 compensation not to exceed 10%. Adjustments will only be considered if all the  
7 following apply

- 8     ▪ After two consecutive budget cycles merged operations still remain under  
9       affected position's control
- 10    ▪ Merger resulted in reduction of at least one management level position
- 11    ▪ Adjustment must be less than annual savings achieved

12 **XXIII. EXCEPTIONAL PERFORMANCE AWARD**

13 In order to recognize exceptional achievements and contributions, employees  
14 covered by this Resolution may be granted an Exceptional Performance Award of  
15 up to ten percent (10%) of base salary. Determination of whether an employee  
16 meets the standard will be made by the City Manager during an employee's annual  
17 evaluation. Details on eligibility, amounts and standards are outlined in the City's  
18 Administrative Regulation No. 304.

19 Any compensation received as a result of an exceptional performance award  
20 will not be calculated as part of an employee's final salary if the employee is  
21 terminated or accepts employment with another agency while they are receiving  
22 the award.

23 **XXIV. BILINGUAL PAY**

24 The City will provide a monthly stipend for each position covered by this resolution  
25 that demonstrates his/her ability to fluently speak and understand Spanish or  
26 another language. The amount of stipend will be dependent on the amount of  
27 usage and value to the agency as deemed by the department head with the City  
28 Manager's approval. In no event will the monthly compensation exceed \$200.

To be eligible, an individual must successfully complete a multi-faceted  
proficiency exam to verify the individual's abilities. With the exception of Spanish,  
the City reserves the right based on operational needs to determine which  
languages will be eligible for bilingual pay as well as certify the numbers of  
employees it deems necessary.

In the event a member who is receiving a stipend for the above proficiency pay is  
off work for a period of longer than 30 consecutive days, the above proficiency pay  
shall be withheld until 10 days after their return.

1 **XXV. ADJUSTMENTS FOR NEW APPOINTMENTS**

2 The City Manager shall be authorized to negotiate individual adjustments pursuant  
3 to the terms of this Resolution to enable the employment transition of newly  
4 appointed employees, e.g., provision of service credit for sick leave credit, for  
5 vacation accruals and limited transfer of sick leave and vacation hours from a  
6 previous employer.

7 **XXVI. INFORMATION SYSTEMS ON-CALL PAY**

8 In consideration that certain public safety operations are 24 hours a day, 7 days a  
9 week and require constant technological support from information systems staff  
10 after regular business hours, the City will provide on-call payment to employees in  
11 the classifications of Information Systems Technician and Information Systems  
12 Specialist. One employee from information systems will be available 365 days per  
13 year to address technology issues after regular business hours and shall be  
14 eligible to receive compensation for on call duty. Those who are assigned to be  
15 on-call shall receive fifteen percent (15%) of their base pay per day when assigned  
16 to be on-call.

17 The Department Head shall determine on-call eligibility for Information Systems  
18 Technicians and Information Systems Specialists based on knowledge and  
19 abilities.

20 It is the duty of the on-call employee to respond to call-outs within a reasonable  
21 period of time by either phone or in person, depending on the nature of any  
22 particular call-out problem.

23 **Section 2.** The Mayor shall sign and the City Clerk shall certify to the  
24 passage and adoption of this Resolution and thereupon the same shall take effect and  
25 be in force.

26 **PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of July, 2015.

27 **/s/ DON KENDRICK**

28 \_\_\_\_\_  
Mayor Don Kendrick

29 ATTEST:

30 **/s/ Jeannette Vagnozzi**

31 \_\_\_\_\_  
Jeannette A. Vagnozzi, City Clerk

I hereby certify that the foregoing **Resolution No. 15-61** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **20<sup>th</sup> day of July, 2015**, by the following vote:

AYES: Hepburn, Carder, Redman, and Mayor Kendrick.  
NOES: None.  
ABSENT: Rosales  
ABSTAIN: None.

**/s/ Jeannette Vagnozzi**

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Jeannette A. Vagnozzi, City Clerk