

**RESOLUTION NO. 15-60**

1 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF**  
2 **LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR EXECU-**  
3 **TIVE MANAGEMENT EMPLOYEES (DEPARTMENT HEADS) AND REPEALING**  
4 **RESOLUTION NO. 14-51**

5 **WHEREAS**, the following classifications are not represented by a recognized  
6 employee organization as they are department head executive management  
7 classifications; and

8 **WHEREAS**, individuals serving in these executive management  
9 classifications are "at will" employees who serve at the pleasure of the City Manager  
10 and/or City Council; and

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

13 **WHEREAS**, the City Council intends to compensate these employees in a fair  
14 and equitable manner based on local labor market comparisons;

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

16 Resolution No. 14-51 is hereby repealed in its entirety.

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

19 Assistant to the City Manager  
20 Assistant City Manager  
21 City Clerk  
22 City Manager  
23 Director of Community Development  
24 Director of Community Services  
25 Director of Public Works  
26 Finance Officer  
27 Fire Chief  
28 Information Systems Manager  
Personnel Officer  
Police Chief

**Section 1. BENEFITS.**

**I. SICK LEAVE**

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- 2 A. **Accrual Rate.** Employees shall accrue sick leave at the rate of eight (8) hours
- 3 per month. Sick leave shall accrue on a monthly basis beginning with the first
- 4 month of employment. Sick leave accrual shall be prorated when an
- 5 employee begins or terminates his/her employment in the middle of a month.
- 6 B. **Accumulation.** Sick leave may be accumulated indefinitely as long as the
- 7 employee works for the City.
- 8 C. **Deduction.** Sick leave granted by the City and used by the employee shall be
- 9 deducted from the employee's accrued sick leave balance.
- 10 D. **Accrual During Leave.** Employees granted a leave of absence with pay or
- 11 other approved leave with pay shall accrue sick leave as otherwise regularly
- 12 provided in this Resolution.
- 13 E. **No Accrual After Separation.** Sick leave shall not be accrued by any
- 14 employee absent from duty after separation from City service, or during a City
- 15 authorized leave of absence without pay, or any other absence from duty not
- 16 authorized by the City.
- 17 F. **Physician's Certificate.** Evidence, in the form of a physician's certificate or
- 18 otherwise, may be required to determine the adequacy of reasons for an
- 19 employee's absence during the time for which sick leave is requested.
- 20 G. **Family Emergencies.** Sick leave may be granted for emergencies involving
- 21 members of the immediate family (for this purpose, members of the immediate
- 22 family shall be defined as: spouse, mother, father, sister, brother, children,
- 23 grandparents, grandchildren, mother-in-law, father-in-law, or individual that
- 24 employee has been granted power of attorney over their affairs) not exceeding
- 25 five (5) days.
- 26 H. **Accessibility.** An employee who is granted sick leave for personal
- 27 illness/disability or family illness/disability shall be required to be available at
- 28 his/her residence or that of an immediate family member for telephone or
- 29 personal contact from the City during the employee's assigned shift.
- 30 Exceptions to this requirement shall be authorized for seeking medical
- 31 treatment.
- 32 I. **Payment Upon Separation.** At termination of employment for other than
- 33 disciplinary reasons, after fifteen (15) years of service, an employee shall be
- 34 paid for accumulated sick leave on the books up to one (1) month's salary at
- 35 the then current rate; or the employee, upon retirement and fifteen (15) years
- 36 of service, may convert up to six hundred forty (640) hours of sick leave to
- 37 three hundred twenty (320) hours of vacation. The City Manager may reduce
- 38 the service requirement at retirement as an Exceptional Performance Award.
- 39 Said sick leave conversion shall be on the ratio of two (2) hours of sick leave
- 40 to one (1) hour of vacation to a maximum conversion of three hundred twenty
- 41 (320) hours of vacation. This shall be in addition to the employee's normal
- 42 vacation accrual as specified in Section IV (Vacations) in this Resolution. Sick
- 43 leave applied towards medical retirement benefits provided in Article VI(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.

1 **II. ADMINISTRATIVE LEAVE**

2 In recognition of the fact that Executive Management employees are not entitled to  
3 receive overtime compensation despite devoting hours beyond the normal work  
4 week, employees may be allowed to take administrative leave at the discretion of  
5 the City Manager. These days cannot be accrued and no payoff shall occur at  
6 termination.

7 **III. BEREAVEMENT LEAVE**

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

15 **IV. HOLIDAYS**

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

- 18 1. New Year's Day
- 19 2. Martin Luther King Day
- 20 3. Presidents Day
- 21 4. Memorial Day
- 22 5. Independence Day
- 23 6. Labor Day
- 24 7. Veterans Day
- 25 8. Thanksgiving
- 26 9. Christmas Day
- 27 10. Floating Holiday

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

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

34 D. **Holiday Scheduling**. When the Christmas holiday schedule would cause City  
35 Hall to be closed for two (2) consecutive days, the City may seek volunteers to

trade holiday time off so that City Hall would remain open an additional day with a staffing of volunteers only who would take a replacement holiday off.

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

**V. VACATIONS**

- A. **Accruals.** All employees shall accrue paid vacation leave as provided below. 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

- 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 Executive Management Group will be cashed out for any vacation leave above the cap at their existing hourly rate prior to promotion.

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.

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 First Six Months**. Vacation leave shall not be granted to an employee during the first six (6) months of employment. 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.

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

13 **VI. RETIREMENT**

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

- 18 A. **Employer Premium.** Premium cost is fixed by the governing board of  
19 CalPERS and is divided between the City and the employee. The City shall  
pay the premium designated as employer charges.
- 20 B. **Employee Premium for "New Members," as Defined by PEPRA, Hired**  
21 **After January 1, 2013; MISCELLANEOUS MEMBERS PERS 2% @ 62**  
22 **under PEPRA.**  
"New Members" shall be subject to all of the conditions set forth in the Public  
23 Employees' Pension Reform Act of 2012 (PEPRA), which include, but are not  
24 limited to the following;  
25 1. Employee contribution rate for "new members" as defined by PEPRA is at  
26 least 50% of the normal cost rate for that defined benefit plan, rounded to  
27 the nearest quarter percent or the current contribution rate of similarly  
28 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.** Employees in position of Fire Chief and Police Chief shall receive the benefit provided their subordinate members

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.

## **VII. DEFERRED COMPENSATION**

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

<u>Years of Service</u>	<u>Biweekly Contribution</u>
0-5	\$40
6-10	\$60
10+	\$75

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

### VIII. 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 described above.

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).

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 this 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. The Police Chief and Fire Chief 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 Police Chief and Fire Chief respectively. For purposes of the Medicare supplement, 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.

## **IX. 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 the City Manager 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.

**X. LONG TERM DISABILITY AND LIFE INSURANCE**

- 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 1/2:1.
  - e. Employee's balance will be reimbursed upon employee's retirement or their return to work.

Where the benefit provided to employees within a department is greater than the benefit provided to the department head supervising said department, the department head will be entitled to the greater benefit.

- B. **Life Insurance.** The City will also provide a term life insurance policy with a one hundred thousand dollar (\$100,000) benefit and a five thousand dollar (\$5,000) accidental death and dismemberment benefit.

## XI. WORKERS' COMPENSATION

- 1 A. The City will provide worker's compensation insurance. The State's workers'  
2 compensation laws and this Resolution shall govern all aspects of duty related  
3 injuries, illnesses, and accidents.
- 4 B. **Industrial Injuries and Accidents.**
- 5 1. Employees shall report any duty related injury or illness which requires  
6 medical treatment to the appropriate department supervisor as soon as  
7 physically possible.
- 8 2. Employees shall report any duty related injury or illness which does not  
9 require medical treatment to the appropriate department supervisor by the  
10 end of the workday on which the injury or illness occurred.
- 11 C. **Accident Reporting.** Employees shall report any accident that results in any  
12 injury or property damage to the appropriate department supervisor as soon  
13 as physically possible.
- 14 D. **Medical Treatment.** Any employee suffering from any duty related injury or  
15 illness which requires medical treatment shall immediately seek such  
16 treatment from a City designated physician or medical facility.
- 17 E. **Leave of Absence for Industrial Disability Qualification.** An employee  
18 suffering a duty related injury or illness that disables that employee from the  
19 performance of regular job duties may request a leave of absence for  
20 industrial disability. Such request may be submitted in the form of a workers'  
21 compensation claim. Any dispute regarding such claim shall be resolved  
22 through the State Workers' Compensation Appeals Board process.
- 23 F. **Compensation.** For any employee on leave of absence under the workers'  
24 compensation sections of the California Labor Code, accumulated paid leave  
25 may be prorated to supplement such temporary disability compensation  
26 payments, provided that the total amount shall not exceed the regular gross  
27 salary of the employee.

## XII. AUTOMOBILE

18 Unless provided for by a separate agreement with the City Council, at the  
19 discretion of the City Manager, employees in the Executive Management service of  
20 the City may be provided with the use of a City owned automobile and fuel for  
21 business related purposes or a monthly automobile allowance in an amount  
22 determined by the City Manager. In no case shall a monthly automobile allowance  
23 exceed the equivalent cost of a City owned automobile, fuel, insurance, and  
24 maintenance. The City Manager may authorize automobile allowances in the  
25 following monthly amounts: \$500 (requires 7,500 miles per year on City business  
26 excluding the commute as well as utilization of a four-door vehicle which is no  
27 older than 7 years); \$400; or \$200.

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**XIII. DRUG & ALCOHOL TESTING**

All employees in the Executive Management service who operate a motor vehicle during the performance of their duties will be subject to drug and alcohol testing in accordance with Administrative Regulations issued by the City Manager.

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**XIV. LEAVE OF ABSENCE**

- A. Any employee 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.

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**XV. JURY DUTY**

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

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**XVI. MERGER OF FUNCTIONS**

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

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

**XVII. EXCEPTIONAL PERFORMANCE AWARD**

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

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

**XVIII. BILINGUAL PAY**

The City will provide a monthly stipend for each position covered by this resolution that demonstrates his/her ability to fluently speak and understand Spanish or another language. The amount of stipend will be dependent on the amount of usage and value to the agency as deemed by the department head with the City 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.

**XIX. INFORMATION SYSTEMS ON-CALL**

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

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

### 4 **XX. EXCLUSIONS**

5 The positions covered by this Resolution are part of the noncompetitive service of  
6 the City and are, therefore, exempt from provisions of the Personnel System  
7 contained in the La Verne Municipal Code and the City of La Verne Personnel  
8 Rules and Regulations. As "at will" employees, individuals covered by this  
9 Resolution are excluded from probationary periods and the ability to obtain  
10 "permanent" status.

### 11 **XXI. SALARIES**

12 A five (5) step salary schedule with five percent (5%) difference between steps is  
13 hereby established for the classifications listed in this Resolution. Effective at the  
14 beginning of the first full pay period in July of each year, the steps of the salary  
15 schedule will be adjusted to equate to Step 5 of the market median top base  
16 monthly salary for those classifications surveyed as of July 15 each year, utilizing  
17 the local agencies identified below in this section.

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

### 22 **XXII. SEVERANCE**

23 Unless provided for by another agreement with the City Council, "at-will" managers  
24 in this group with a minimum of two years of service to the City, not included in the  
25 City of La Verne's Personnel Rules and Regulations nor directly appointed by the  
26 City Council, will be provided with a three-month (six pay periods) extension of  
27 salary and benefits upon termination without cause. For the severance to be  
28 granted, the manager's last two regularly scheduled evaluations must be  
29 Satisfactory or above.

### 30 **XXIII. ADJUSTMENTS FOR NEW APPOINTMENTS**

31 The City Manager shall be authorized to negotiate individual adjustments pursuant  
32 to the terms of this Resolution to enable the employment transition of newly  
33 appointed employees, e.g., provision of service credit for sick leave credit, for

vacation accruals and limited transfer of sick leave and vacation hours from a previous employer.

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

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

**/s/ DON KENDRICK**

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

ATTEST:

**/s/ Jeannette Vagnozzi**

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Jeannette A. Vagnozzi, City Clerk

I hereby certify that the foregoing **Resolution No. 15-60** 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