



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Human Resources & Risk Management

**MEETING DATE:** September 6, 2011

**PREPARED BY:** Danielle Tellez, Human Resources Division Manager

**AGENDA LOCATION:** AR-1

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**TITLE:** Unilateral Implementation of Last, Best and Final Offer to the Monrovia Municipal Employees Association; Amend Personnel Rules and Regulations to Provide for Compensation and Supplemental Benefits Effective Fiscal Year 2011-12 for General Employees, Appendix "B," Resolution No. 2011-38; Paying and Reporting the Value of Employer Paid Member Contributions to the California Public Employees' Retirement System, Resolution No. 2011-39; Amendment to Personnel Rules and Regulations to Provide for Compensation and Supplemental Benefits Effective Fiscal Year 2011-12 for Management Employees, Appendix "C," Resolution No. 2011-40; Elected and Appointed Employees, Appendix "D," Resolution No. 2011-41; Hourly Employees, Appendix "F," Resolution No. 2011-42; and Mid-Management Employees, Appendix "H," Resolution No. 2011-43

**OBJECTIVE:** To provide for compensation adjustments for General, Management, Elected and Appointed, Hourly, and Mid-Management employees, and to reduce the current contribution amount made by the City on behalf of employees to the California Public Employees' Retirement System (PERS).

**BACKGROUND:** It has been the City's practice to endeavor to compensate its employees at a competitive rate in order to attract and retain quality personnel. In past years, Staff surveyed surrounding cities to determine salary and benefit levels provided to their employees and used this information as a comparison and benchmark to determine salary and benefit increases for our employees. However, due to the recent economic downturn, beginning in fiscal year 2008-2009, several cost saving measures were implemented that included layoffs, a hiring freeze for non-essential vacant positions, and the suspension of merit salary adjustments and longevity/performance bonuses. In addition, employees in the local miscellaneous PERS plan began contributing 1.946% of earnings and Fire Department, Management, and Mid-Management sworn personnel in the safety PERS plan began contributing 3.811% of PERS earnings to help augment the City's retirement fund. The City is no longer relying on the salary and compensation survey method of determining compensation increases at this time, rather, any compensation adjustments are based on the City's ability to pay.

On June 20, 2006, the City Council approved Resolution No. 2006-42 implementing the PERS Employer-Paid Member Contribution (EPMC) Program for employees in the Monrovia Municipal Employees Association (MMEA). This program consists of the City paying 100% of the employee contributions and reporting the same percent (value of compensation earnable {excluding Government Code Section 20636(c)(4)}) as additional compensation to the Public Employees' Retirement System, thereby enhancing reportable earnings for retirement purposes.

The prior Memorandum of Understanding (MOU) with the Monrovia Municipal Employees Association (MMEA) expired on June 30, 2011. Negotiations were conducted from May to August in an attempt to come to agreement on a successor MOU. Unfortunately, no agreement was reached. MMEA employees took a vote on August 11, 2011, wherein they elected not to accept the City's last and best and final offer. Therefore, we are now at impasse.

# AR-1

**ANALYSIS:** The proposed last, best, and final offer for fiscal year 2011-2012 provides for the reinstatement of merit salary adjustments, MMEA members paying an additional 2.5% of the employee cost (8%) of the Public Employees' Retirement Benefit, the side letter between the City and MMEA dated August 19, 2009, regarding EPMC will be null and void, and elimination of the Longevity/Performance Bonus Program. While the City's financial outlook has modestly improved, without concessions from employees to further assist with funding the cost of retirement benefits, the City's budget for the 2011-2012 fiscal year will not be balanced. Because MMEA members declined to participate in a cost-sharing agreement with the City that would have preserved the full EPMC benefit, the EPMC benefit will now be reduced.

Employees designated as Managers, Mid-Managers, and Elected and Appointed have agreed to participate in a cost-sharing agreement with the City in order to assist the City with the cost of providing the PERS retirement benefit. Management, Mid-Management, and Elected and Appointed non-sworn employees in the local miscellaneous PERS plan will contribute an additional 2.5% towards the employer cost of PERS, and sworn Managers and Mid-Managers in the local safety PERS plan will contribute an additional 3% towards their pension costs. All employees designated as Management, Mid-Management, and Hourly will also receive a 1% Cost of Living Adjustment.

Included within the framework of all of the adjustments to compensation and benefits is the City of Monrovia's Principles of Public Employee Compensation. These principles focus on eight key areas, including balancing the Council priorities of fiscal responsibility with attracting and employing quality personnel; employee compensation being funded and secured, and based on the City's ability to pay; periodically endeavoring to calibrate compensation for classifications at the average of comparable cities in the surrounding market; merit compensation increases and/or bonus consideration being based solely on employee performance and on the City's ability to pay; employees sharing in employee retirement costs; the City's PERS program participation reflecting sustainable actuarial horizons; the City's total workforce costs not exceeding 75% of annual net operating expenses; and employee time accruals being monitored and utilized to ensure that separating employees' payouts are minimized.

**ENVIRONMENTAL IMPACT:** There are no environmental impacts associated with this action.

**FISCAL IMPACT:** The approximate cost to reinstate merit salary adjustments for General, Management, and Mid-Management employees is \$357,000. This amount has been incorporated in the City's budget for fiscal year 2011-2012. The savings by having all General, Management, Mid-Management and Elected and Appointed employees pay an additional 2.5% (3% for sworn managers and mid-managers) towards their pension costs is \$210,000. These savings have also been incorporated into the 2011-12 budget.

**OPTIONS:** The City Council has three options:

- 1.) Approve the implementation of the City's last, best and final offer as proposed for the Monrovia Municipal Employees Association and approve the salary and benefit adjustments as proposed for all other groups, or
- 2.) Direct Staff to continue negotiations with the Monrovia Municipal Employees Association and reject all the salary and benefit adjustments as proposed, or
- 3.) Direct Staff to continue negotiations with the Monrovia Municipal Employees Association and approve the salary and benefit adjustments as proposed for all other groups.

**RECOMMENDATION:** Staff recommends that the City Council approve Option 1.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate action would be a motion to adopt Resolutions Nos. 2011-38 through 2011-43.

**RESOLUTION NO. 2011-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, PROVIDING FOR UNILATERAL IMPLEMENTATION OF LAST, BEST AND FINAL OFFER TO THE MONROVIA MUNICIPAL EMPLOYEES ASSOCIATION AND AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "B," TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS EFFECTIVE FISCAL YEAR 2011-2012 FOR GENERAL EMPLOYEES**

**WHEREAS**, the City of Monrovia and the Monrovia Municipal Employees Association have been engaged in collective bargaining negotiations from May 2011 to the present; and

**WHEREAS**, on August 11, 2011, the Monrovia Municipal Employees Association declared impasse in the collective bargaining negotiations; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia as follows:

**SECTION 1.** The City of Monrovia, pursuant to California Government Code section 3505.4, shall implement its last, best and final offer that was presented to the Monrovia Municipal Employees Association.

**SECTION 2.** Appendix "B" of Resolution No. 77-24, the Personnel Rules and Regulations, is hereby amended to adjust compensation and supplemental benefits for certain general employees as described in the attached interoffice memorandum related to unilateral implementation.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
EXCUSED:**

**BY:**

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Mary Ann Lutz, Mayor  
City of Monrovia

**ATTEST:**

**APPROVED AS TO FORM:**

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**CITY OF MONROVIA**  
**INTEROFFICE MEMORANDUM**  
**HUMAN RESOURCES DEPARTMENT**

DATE: September 7, 2011

TO: Monrovia Municipal Employees' Association

FROM: Theresa St. Peter  
Human Resources Consultant

SUBJECT: Unilateral Implementation

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This is to advise you that the City Council of the City of Monrovia took action at its Council Meeting of September 6, 2011, to unilaterally implement its last, best and final offer for a one-year term effective June 19, 2011. The terms for this one-year period are as follows:

- Effective September 11, 2011, MMEA employees will contribute 5.196% towards the PERS member contribution. This amount includes the 1.946% currently being contributed to augment the City's PERS retirement fund as well as the equivalent of an additional 2.5% for the full Fiscal Year 2011/12. (As this increased amount will not begin until Payroll #20—the 7<sup>th</sup> pay period of the fiscal year, the actual amount deducted for this fiscal year for the additional amount of PERS member contribution costs will be 3.25% for the remainder of Fiscal Year 2011/12.) These contributions will be considered pre-tax contributions in accordance with section 414(h) of the Internal Revenue Code.
- Effective September 7, 2011, the side letter between the City and MMEA dated August 19, 2009, regarding EPMC will be null and void.
- The Longevity/Performance Bonus outlined in Section IX, L of the latest MMEA MOU will be eliminated at the beginning of Fiscal Year 2011/12.

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) §  
CITY OF MONROVIA               )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-38 relating to the unilateral implementation of the City's last, best and final offer for the Monrovia Municipal Employees Association was duly adopted and passed at a regular meeting of the City Council on this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

**RESOLUTION NO. 2011-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MONROVIA, CALIFORNIA, PROVIDING FOR EMPLOYER PAID  
MEMBER CONTRIBUTIONS**

**WHEREAS**, the governing body of the City of Monrovia has the authority to implement Government Code Section 20691;

**WHEREAS**, the governing body of the City of Monrovia has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Monrovia of a Resolution to commence said Employer Paid Member Contributions (EPMC);

**WHEREAS**, the governing body of the City of Monrovia has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all General Employees of the Monrovia Municipal Employees Association (MMEA).
- This benefit shall consist of paying 2.804% of the normal member contributions as EPMC.
- The effective date of the Resolution shall be September 11, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Monrovia elects to pay and report the value of EPMC, as set forth above.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

BY:

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Mary Ann Lutz, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) §  
CITY OF MONROVIA               )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-39 relating to employer paid member contributions was duly adopted and passed at a regular meeting of the City Council on the 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

**RESOLUTION NO. 2011-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "C," TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN MANAGEMENT EMPLOYEES FOR FISCAL YEAR 2011-2012**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of management compensation and benefits and such system provides for a classification and pay plan to equitably compensate management employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of management employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia as follows:

**SECTION 1.** That Appendix "C" of Resolution No. 77-24, the Personnel Rules and Regulations is hereby amended to adjust supplemental benefits for certain management employees as indicated in the attached Appendix "C."

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

BY:

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Mary Ann Lutz, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**MANAGEMENT EMPLOYEES  
FISCAL YEAR 2011-12**

**APPENDIX C**

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## APPENDIX C

**MANAGEMENT EMPLOYEES:** Within the City of Monrovia organization, the City Council recognizes the benefit and need to foster and maintain a strong, professional management team. Due to the nature of the Manager's job and the diversity of areas in which the Manager must function, there is justification to establish a separate and distinct salary and benefit plan for recognized management employees. The salary and benefit levels provided herein, in addition to the preceding, recognize that the Manager is compensated for the successful performance and completion of goals and objectives to meet community needs regardless of the length of the workday.

The following positions shall be considered management and subject to the compensation and supplemental benefit levels provided herein:

- Administrative Services Director/Assistant City Manager
- Director of Community Development
- Director of Community Services
- Director of Human Resources & Risk Management
- Fire Chief
- Police Chief
- Public Works Director

**SECTION I. COMPENSATION:** The following salary ranges shall apply to the corresponding management position. No management classification shall earn less than the minimum or more than the maximum salary indicated. The City Manager shall have the sole discretion to determine from time to time anywhere within the applicable salary range the level of compensation to be paid a management position. No management employee shall have any right or vested interest in any salary level above the minimum provided. The placement of an individual at a salary level or advancement or reduction of an individual within the salary range shall be determined only after a thorough review by the City Manager to determine the extent to which the Department Manager has met the expectations and objectives for his or her respective department. In addition, the City Manager shall consider the degree to which the Department Manager has been of positive value to the effectiveness of the Management Team. Current salary standing or salary advancement shall be neither automatic nor a matter of right but based solely upon the principles of merit and performance as described above.

<u>Position</u>	<u>Salary Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
Administrative Services Director/ Assistant City Manager	109,230.47 9,102.54	164,009.54 13,667.46
Community Development Director	4,201.17	6,308.06
Community Services Director	52.52	78.85
Director of Human Resources & Risk Management		
Fire Chief		
Police Chief		
Public Works Director		

**SECTION II. OTHER COMPENSATION:**

**A. PAY FOR PERFORMANCE:** All positions designated as Management, and the position of City Manager, will participate in the Pay for Performance program wherein employees receive salary increases/performance bonuses based on merit. The new Performance Evaluation form has been designed to ensure that the evaluation instrument is as objective as possible. An employee's performance evaluation provides the basis for any merit salary adjustment/performance bonus. All annual evaluations will be completed at the end of each fiscal year.

Under the Pay for Performance Program, Cost of Living Adjustments (COLAs) will be a maximum of three percent (3%) of any monies available to enhance salary/benefits for Management employees. Funds available for any salary/benefit increase are based on 1) the City's ability to provide additional funding for ongoing benefits, and 2) demonstrated employee performance.

**Program Description**

1. Each year the City Manager will work with the City Council to determine the amount of funds available to fund Management benefit increases. Of this amount, Cost of Living Adjustments (COLAs) will be subject to a maximum of three percent (3%) of any monies available to enhance salary/benefits for Management employees.
2. The City Manager shall determine the appropriate percentage amount each employee shall be eligible to receive for merit salary adjustment/performance bonus based on the overall rating for each employee on the Performance Appraisal Form.

Actual merit salary adjustment/performance bonus amounts will then be determined by correlating percentage increases due with the total monies available for the Program each fiscal year.

**Performance Evaluations**

**Annual evaluations**

1. Annual evaluations are based on the period July 1 through June 30 of each fiscal year.
2. Annual evaluations must be completed and forwarded to Human Resources and shall include any written responses provided by the employee. Failure to do so will result in a lower performance evaluation rating and a reduction in the amount of merit increase or performance bonus granted to the City Manager.
3. The overall rating section of the Performance Evaluation Form will also include an overall rating. This rating corresponds to the amount of merit salary adjustment/performance bonus an employee will receive related to the total funds available in the Program each year based on the City's ability to pay. The percentages based on Program funds available as determined each year are shown below:

Outstanding	86% - 100%
Exceeds Expectations	51% - 85%
Meets Expectations	1% - 50%
Below Expectations	0%
Unacceptable	0%

### **Initial Management Evaluation Period**

1. All newly appointed employees shall receive an evaluation at six months and twelve months during their initial year. These evaluations are to be submitted to Human Resources within ten (10) calendar days of the due date indicated on the Performance Appraisal Form. Failure to do so will result in a lower performance evaluation rating and reduction in the amount of merit increase or performance bonus granted to the City Manager.
2. An employee who is appointed, reclassified, transferred or promoted on a date other than July 1 of any year, shall receive an evaluation after six months. Thereafter, the evaluation period will be from July 1 through June 30 of each year. Any merit salary adjustment/performance bonus for this period shall be pro-rated based on the number of full months of service.

### **Merit Increase/Performance Bonus**

1. The merit salary adjustment/performance bonus available will range from 0% to a maximum of 8%. The actual amount available each year will vary depending on funding available for the Program.
2. The City Manager will determine an appropriate amount of a salary increase due when an employee is reclassified, transferred or promoted.
3. During the initial evaluation period due to reclassification, transfer or promotion, an employee is eligible for a merit increase on the date he/she successfully completes the initial evaluation period of six months. After this, the employee will be eligible for subsequent salary increases based on the prorated share of full months of service completed during the fiscal year. For example, if an employee completes the initial evaluation period on December 12<sup>th</sup>, he/she would be eligible for a merit increase as of this date. He/she would then be eligible for a merit salary adjustment the following first pay period of September based on performance for the period December 13 through June 30.

Determining the length of the evaluation period will be accomplished by rounding up or down based on the date the Performance Appraisal is due--the 1<sup>st</sup> through the 14<sup>th</sup> of the month will be rounded down and days from the 15<sup>th</sup> to the end of the month will be rounded up. Therefore, in the case of an employee completing the initial evaluation period on December 12<sup>th</sup>, he/she would be eligible to receive a merit salary adjustment/performance bonus based on seven (7) months of service, or 58% of any merit salary adjustment /performance bonus due.

4. An employee may receive a merit salary adjustment and/or performance bonus. The City Manager shall have the discretion to determine the type of increase to be granted. However, in order to be eligible for a performance bonus, the employee must have an overall rating of Exceeds Expectations on the applicable performance evaluation.
5. An employee on a leave of absence without pay shall have his/her annual service period reduced by the number of full calendar days on non-pay status.
6. All salary/bonus changes shall be effective the first full pay period that ends in September of each year based on performance over the previous twelve month period from July 1 through June 30.

7. Should an employee separate from City service on or after June 30<sup>th</sup>, but prior to the first full pay period ending in September, the employee shall receive his/her performance bonus in a lump sum payment. An employee who separates from service (other than retirement) prior to June 30<sup>th</sup> shall not receive any merit salary adjustment/performance bonus.
8. An employee who retires from service with the City prior to June 30<sup>th</sup> will receive a performance evaluation and performance bonus based on the prorated number of months completed upon separation, provided the employee has completed a minimum of three months of service within the evaluation period. The amount of bonus received will be based on the overall performance rating received, the percentage indicated, and the amount of funds available based on the prior year's Program.

**B.** Except as otherwise provided herein, an officer or employee covered by this Appendix shall not be eligible to receive any other form of salaried compensation above the level provided by the City Manager and shall not be eligible to receive overtime or to accumulate compensatory time off with the exception of compensatory time earned for holidays. The maximum accrual of compensatory time for this purpose is eighty (80) hours per calendar year.

**C.** CHIEF OFFICER CERTIFICATION PAY: Provided the Fire Chief possesses a valid Chief Officer Certificate issued by the California State Board of Fire Services, he/she shall receive \$300 per month in addition to his/her base pay.

**SECTION III. VACATION:** Employees or officers in positions covered hereunder shall be entitled to annual vacation leave with pay as follows:

<u>Years of Service</u>	<u>Vacation Accrual</u>
1 through 7	120 hours per year (128 hours per year for Fire and Police Chiefs)
8 and above	160 hours per year (168 hours per year for Fire and Police Chiefs)

Current employees in positions designated as Management and the City Manager shall be able to accumulate an unlimited amount of vacation leave. Any eligible employee must remain in the employ of the City of Monrovia for a minimum of five (5) years to be eligible to be paid out for accrued vacation in excess of two (2) years vacation accrual.

**SECTION IV. HOLIDAYS**

1. With the exceptions provided herein, holidays for employees covered under this agreement shall be as follows:
  - a. New Year's Eve Day
  - b. New Year's Day
  - b. Martin Luther King, Jr. Birthday
  - c. President's Day
  - d. Memorial Day
  - e. Fourth of July

- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. The Friday after Thanksgiving Day
- j. December 24<sup>th</sup>
- k. December 25<sup>th</sup>

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

- 2. For employees working a 5/40 workweek schedule whose work schedule would include working on Friday and not working Saturday and Sunday, if any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be a holiday. Employees regularly scheduled to work on a holiday shall be eligible to receive compensating time off for the holiday if the holiday is worked based on the employee's normal work hours on the day the holiday occurs.
- 3. For employees on a 9/80, 4/10 or 5/40 work schedule, if any of the preceding holidays fall on the employee's regular day off, the employee will receive hours of holiday credit or holiday pay based on their normal schedule as deemed appropriate by the Department Head. If any of the preceding holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- 4. For the purposes of this section, a holiday shall be considered as ten (10) hours for employees working a 4/10 work schedule and eight (8) hours for employees working a 5/40 work schedule. For employees working a 9/80 work schedule, a holiday shall be considered as eight (8) or nine (9) hours based on the employee's normal work hours on the day the holiday occurs.

**SECTION V. SICK LEAVE:** Employees in positions designated as Management and the City Manager shall be able to accrue an unlimited number of sick leave hours.

- A. Any eligible employee who separates from the City of Monrovia or retires from the City of Monrovia with a minimum of five (5) years of service will be paid for twenty-five percent (25%) of accrued sick leave upon separation or retirement.
- B. Any eligible employee who retires from the City of Monrovia with a minimum of ten years of service will be paid for fifty percent (50) of accrued sick leave upon retirement.

**SECTION VI. MANAGEMENT LEAVE:**

- A. Positions covered hereunder shall be credited on July 1 of each fiscal year with eighty (80) hours of management leave. Credited leave days may be used at any time during the year with approval of the City Manager and given due consideration to the needs of the Department.
- B. In the last payroll of each fiscal year, employees covered hereunder shall be paid in cash for all management leave days credited but unused during the preceding year.
- C. Management employees hired or separating from employment during the fiscal year shall be credited with a prorata of management leave days based on the number of months of the fiscal year for which the individual is employed.

## **SECTION VII. RETIREMENT BENEFITS:**

- A. The City is a participating agency in the California Public Employees' Retirement System (PERS) and provides retirement benefits under PERS to the City's eligible employees. Generally, under the laws governing PERS, two types of contributions are required to fund the City's PERS benefits: member contributions and employer contributions. Member contributions for City employees generally range from 8% for non-safety employees to 9% for safety employees. PERS periodically sets the rate for employer contributions.
- B. The City shall pay the entire member contribution required by PERS for all employees in positions designated as Management, as well as the City Manager and all City elected officials. These City payments are known as "employer paid member contributions," or EPMCs.
- C. All EPMCs for employees who have completed at least three years of continuous employment with the City will be reported by the City to PERS as PERS Compensation in accordance with section 20636(c)(4) of the California Government Code, as amended. Accordingly, the EPMCs will be included in each such employee's PERS Compensation for purposes of determining the employee's retirement benefits under PERS.

EPMCs for employees who have not completed three continuous years of City employment will not be reported to PERS as PERS Compensation.

- D. Effective September 11, 2011, all employees in positions designated as Management, as well as the City Manager and all City elected officials shall, in accordance with section 20156(f) of the California Government Code, contribute a percentage of their PERS Compensation for the City's cost of optional benefits under PERS. For non-safety Management employees, as well as the City Manager and City elected officials designated as miscellaneous employees for PERS purposes, the contribution percentage will be 5.196%. For Management employees designated as safety employees for PERS purposes, the contribution percentage will be 7%. Contributions under this paragraph will offset the City's required employer contributions under PERS, and will not be treated by PERS as "member contributions" for any purpose. In addition, the contributions will be deducted from each such employee's City pay, and no employee may elect to receive cash in lieu of the contribution. The City will take formal action characterizing these contributions as pre-tax "pick up" contributions in accordance with section 414(h) of the Internal Revenue Code.
- E. Current employees in positions designated as Management, and the City Manager retire from the City of Monrovia, shall be entitled to receive a monthly reimbursement from the City of Monrovia for health insurance premiums paid as a participant in the City's health insurance program. Eligible employees must serve a minimum of five (5) years with the City of Monrovia before retiring to be eligible to receive this benefit.

Eligible employees retiring with a minimum of five (5) years of service with the City of Monrovia will be reimbursed for fifty percent (50%) of monthly health insurance premiums paid for the retiring employee and his/her spouse for the remainder of their lives. Eligible employees retiring with a minimum of ten (10) years of service with the City of Monrovia will be reimbursed one hundred percent (100%) of monthly health insurance premiums paid for the retiring employee and his/her spouse for the remainder of their lives.

The employee must be enrolled in one of the City's participating health plans at the time of retirement and continued enrollment in such plan. Evidence of monthly insurance premiums paid must be submitted to the City of Monrovia to receive this reimbursement.

F. Any person designated as Management effective on or after July 1, 2002, will be eligible for retiree health premium reimbursement based on the following schedule:

- a. Once retired, the retiree must provide evidence of a monthly premium to be paid directly by the retiree, to receive reimbursement. Otherwise, such reimbursement will not be provided.
- b. Retiree medical premiums will be paid for the employee and spouse for the lifetime of both parties provided they remain married until death. Should they divorce, the spouse will not be entitled to such reimbursement.
- c. The retiree//spouse must submit evidence of their monthly medical premium to the Human Resources Department to receive the monthly reimbursement.
- d. Employees retiring with a minimum of ten (10) years of service shall receive a monthly reimbursement of fifty percent (50%) of the monthly health insurance premium paid for retiring employee and his/her spouse for the remainder of their lives.
- e. Employees retiring with a minimum of fifteen (15) years of service shall receive a monthly reimbursement of seventy-five percent (75%) of the monthly health insurance premium paid for retiring employee and his/her spouse for the remainder of their lives.
- f. Employees retiring with a minimum of twenty (20) years of service shall receive a monthly reimbursement of one hundred percent (100%) of the monthly health insurance premium paid for retiring employee and his/her spouse for the remainder of their lives.
- g. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
- h. Any reimbursement received shall be inclusive of any additional amount paid directly to PERS by the City on behalf of the retiree for medical coverage.
- i. When the retiree and/or spouse become eligible for Medicare, (if applicable), each must elect such coverage as the City will only provide reimbursement based on the supplement to Medicare plan premium.

G. Any person designated as Management effective on or after July 1, 2006, will be eligible for retiree health premium reimbursement in accordance with Section VII, C above except that the maximum reimbursement will be for the employee and spouse coverage for the lowest HMO plan available through the City.

#### **SECTION VIII. PRE-FUNDED RETIREE MEDICAL TRUST**

- A. The City will implement a Pre-Funded Retiree Medical Trust (PRMT) that provides for employer and employee contributions. The PRMT will establish a Health Reimbursement Savings Trust account that will allow employees to utilize monies in this Trust to pay for IRS-approved medical premiums with pre-tax dollars as long as there are funds in the retiree's account. A complete Plan document describing the PRMT will be provided to each participant.
- B. The PRMT will be implemented as soon as practicable on or after July 1, 2008, and will have a Plan A and a Plan B component.
- C. Employees who are eligible to receive 100% medical coverage as described in Section VII above, are not eligible to participate in the PRMT. All eligible employees must participate in the PRMT and cannot opt out.

- D.** All employees will exercise a one-tie irrevocable election to participate in either Plan A or Plan B of the PRMT.
- E.** Plan A components:
- a. Any employee hired on or after July 1, 2008, will participate in the PRMT as a Plan A participant.
  - b. All employees participating in Plan A are no longer eligible to receive the retiree medical benefits outlined in Section XVII above.
  - c. Upon initial implementation of the PRMT, for all employees participating in Plan A as of that date, the City will contribute a one-time lump sum payment for each employee into the Trust based on each employee's age plus years of service multiplied by \$75. (Age and years of service will be calculated using whole years only. Fractions of a year will not be rounded up.)
  - d. Both the employee and the City will contribute monies into the trust each pay period.
  - e. If the employee does not retire directly from the City, he/she will not be eligible to receive any amount contributed by the City on his/her behalf, including the initial lump sum contribution.
  - f. All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City
  - g. An employee cannot contribute either more or less per pay period than the amount specified in the Table below.
  - h. The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

**City of Monrovia  
Management Employees**

Years of Service	Employee Contribution/ Pay Period	Employer Contribution/ Pay Period
0-5	\$ 30	\$ 30
6-10	\$ 40	\$ 40
11-15	\$ 50	\$ 50
16-20	\$ 60	\$ 60
21-25	\$ 70	\$ 70
26+	\$ 80	\$ 80

- F.** Plan B components:
- a. All employees participating in Plan Be will retain the retiree medical benefit as outlined in Section XVII above.
  - b. Both the employee and the City will contribute monies into the trust each pay period.
  - c. If the employee does not retire directly from the City, he/she will not be eligible to receive any amount contributed by the City on his/her behalf
  - d. All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City
  - e. An employee cannot contribute either more or less per pay period than the amount specified in the Table below.
  - f. The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

**City of Monrovia  
Management Employees**

Years of Service	Employee Contribution/ Pay Period	Employer Contribution/ Pay Period
0-5	\$ 15	\$ 15
6-10	\$ 20	\$ 20
11-15	\$ 25	\$ 25
16-20	\$ 30	\$ 30
21-25	\$ 35	\$ 35
26+	\$ 40	\$ 40

- G. Monies in the Trust for an employee, former employee, and retiree will be available to the surviving beneficiaries in accordance with the provisions of the Trust and IRS regulations.
- H. The language contained in this Section is subject to review by legal counsel and may be amended to comply with legal and IRS regulations.

**SECTION IX. HEALTH BENEFITS:**

- A. All employees must enroll in one of the medical plan options offered through the City unless they submit to the City both (1) proof of health coverage; and (2) sign a health insurance waiver.
- B. The City shall pay the cost of the group dental plan for those employees covered hereunder and, if so claimed by the employee, the actual premium cost of dependent coverage.
- C. The City shall pay the cost of the group vision plan for those employees covered hereunder. Any costs for dependent coverage shall be borne by the individual employee.

**SECTION X. LIFE INSURANCE:** The City shall pay the cost of the group life insurance program. Such program shall consist of life insurance in an amount equal to annual salary to a maximum of \$200,000, with a double indemnity clause covering accidents while in service of the City.

**SECTION XI. LONG-TERM DISABILITY:** The City shall pay the cost of the group long-term disability plan for those employees covered hereunder.

**SECTION XII. FRINGE BENEFIT CONTRIBUTION:** In addition to the above, the City shall provide a fringe benefit contribution of five hundred ninety-four dollars and seventy-one cents (\$594.71) per month per employee as "cafeteria monies" to spend on one or more City benefit plan in any of the following ways by the employee's selection: employee medical; dependent medical; dependent vision; or cash (taxable).

Employees who fail to complete both of the requirements in Section VIII, A, above shall not be allowed to utilize their cafeteria contributions for any other City Plan.

**SECTION XIII. DEFERRED COMPENSATION:** The City shall contribute \$200 per month into one of the City's participating deferred compensation plans. The employee shall designate the option of his/her choice.

- A. Each calendar year, any employee may convert the hourly rate of any portion of their accrued vacation hours into monies to be included in their contribution to one of the City's deferred compensation providers up to the maximum annual contribution allowed in accordance with IRS regulations.
- B. Any employee who is planning to retire directly from the City of Monrovia may convert their accrued sick leave to monies to be included in one of the City's deferred compensation providers by participating in the following program.
- C. In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued sick leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:
  - a. Any employee opting to participate in this program must sign a loan agreement indicating their intent to retire directly from the City of Monrovia or otherwise repay all amounts contributed through this program should they not retire directly from the City of Monrovia. Should an employee not retire from the City due to an involuntary separation from service, provided such separation is not for cause, the employee will not be required to repay all amounts contributed.
  - b. All sick leave hours converted will be on a fifty percent basis (e.g., a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employee's deferred compensation account).
  - c. In the third year prior to retirement, the employee may convert a maximum of ten percent (10%) of their sick leave balance.
  - d. In the second year prior to retirement, the employee may convert a maximum of thirty percent (30%) of their sick leave balance.
  - e. In the final year prior to retirement, the employee may convert a maximum of fifty percent (50%) of their sick leave balance.

**SECTION XIV. LONG TERM CARE INSURANCE:** An employee may opt to have the \$200 City contribution discussed in Section XII above, contributed to Long Term Care Insurance rather than to a deferred compensation account, provided the City is able to arrange for such payroll deduction directly to the provider.

**SECTION XV. RETIREMENT REIMBURSEMENT PLAN:**

- A. As soon as practicable in fiscal year 2008-09, the City will establish a Retirement Reimbursement Plan (RRP) to allow eligible employees to convert accrued vacation and sick leave hours to be used to pay for medical-related premiums and out-of-pocket expenses in accordance with IRS Regulations.
- B. An employee who meets the criteria outlined below shall have the City automatically deposit into the RRP trust an amount equivalent to \$7,500 of an employee's accrued vacation time. An employee eligible for a contribution on the first year of the RRP shall satisfy both criteria below as of the fifth (5<sup>th</sup>) pay period of the calendar year. For every subsequent year, the employee shall satisfy both criteria below as of the fourth (4<sup>th</sup>) pay period of each calendar year. The criteria shall be:
  - a. The employee shall have the maximum number of management leave hours in their management leave bank and
  - b. The employee shall have a minimum vacation balance of 220 hours of accrued vacation.

- C. In the final three (3) calendar years prior to an employee's stated retirement date, the City will automatically convert the equivalent of the employee's hourly rate of accrued sick leave into the RRP trust in accordance with IRS regulations and the schedule outlined below:
- a. Any employee participating in this portion of the RRP must sign an Agreement indicating their intent to retire directly from the City of Monrovia within three (3) years, or a shorter period of time when applicable (i.e. one or two years). Should an employee not retire from the City following the submission of the Agreement due to a voluntary separation from service or involuntary separation for cause, he/she will be required to pay back the City for all contributions made into the trust. Should an employee not retire from the City following the submission of the agreement, due to an separation from service, (not for cause or voluntary resignation), the employee shall be vested for any contributions made by the City into the RRP as described in this section.
  - b. All sick leave hours deposited into the RRP by the City shall be converted at a rate of fifty percent of the accrued rate at the time of the conversion (e.g., a conversion of 100 sick hours will result in 50 hours of sick leave deposited into the RRP).
  - c. In the third calendar year prior to the employee's retirement, the City shall contribute to the RRP an amount of sick leave accrual equal to \$15,000 for an employee with a remaining minimum sick leave balance of 600 hours and the maximum number of management leave hours in their management leave bank as of the end of the sixth (6<sup>th</sup>) pay period of the RRP's first calendar. For each subsequent calendar year, the City shall make such conversion at the end of the first pay period in March of each year.
  - d. In the second calendar year prior to the employee's retirement, the City shall contribute to the RRP an amount of sick leave accrual equal to \$20,000 for an employee with a remaining minimum sick leave balance of 600 hours and the maximum number of management leave hours in their management leave bank as of the end of the sixth (6<sup>th</sup>) pay period of the RRP's first calendar. For each subsequent calendar year, the City shall make such conversion at the end of the first pay period in March of each year.
  - e. In the final calendar year prior to the employee's retirement, the City shall contribute to the RRP an amount of sick leave accrual equal to \$25,000 for an employee with a remaining minimum sick leave balance of 450 hours and the maximum number of management leave hours in their management leave bank as of the end of the sixth (6<sup>th</sup>) pay period of the RRP's first calendar. For each subsequent calendar year, the City shall make such conversion at the end of the first pay period in March of each year.
- D. An employee who modifies his/her retirement date from the date originally stated in the Agreement, shall be eligible to receive contributions from the City based on the employee's new retirement date, as described in Section XV. For example, an employee who notified the City in early 2009 of their intent to retire in calendar year 2010, who received a contribution from the City in 2009 as described in subsection 4, will be eligible to receive a subsequent contribution from the City as described in subsection 4 in calendar year 2010 provided the employee updates their Agreement to indicate their intention to delay their retirement date until calendar year 2011.

**SECTION XVI. AUTO ALLOWANCE:** The City shall pay \$350 per month to each employee covered hereunder for use of their personal vehicle in connection with City business. The Fire Chief, Police Chief, and Public Works Director may be provided with a City vehicle in lieu of receiving an auto allowance.

Additionally, additional language related to reimbursement for travel to conferences/seminars is contained in Administrative Policy #1.04

**SECTION XVII. ADMINISTRATION OF BENEFITS:** With the exception of the salary levels and benefits provided herein the following positions shall be subject to the provisions of the respective appendix in the areas of: uniform, clothing and safety equipment allowances; leave provisions; bilingual pay; certification pay; paramedic training allowance; sick leave incentive program; health/medical benefits; and retirement benefits.

<u>Classification</u>	<u>Appendix</u>
Administrative Services Director/Assistant City Manager	B
Community Development Director	B
Community Services Director	B
Director of Human Resources & Risk Management	B
Fire Chief	A
Police Chief	G
Public Works Director	B

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) §  
CITY OF MONROVIA                )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-40 relating to the amendment of Personnel Rules and Regulations, Appendix "C," to provide for compensation and supplemental benefits for certain management employees was duly adopted and passed at a regular meeting of the City Council on this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

**RESOLUTION NO. 2011-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "D," TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN ELECTED AND APPOINTED EMPLOYEES FOR FISCAL YEAR 2011-2012**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of elected and appointed employee compensation and benefits and such system provides for a classification and pay plan to equitably compensate elected and appointed employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of elected and appointed employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia as follows:

**SECTION 1.** That Appendix "D" of Resolution No. 77-24, the Personnel Rules and Regulations, is hereby amended to adjust supplemental benefits for certain elected and appointed employees as indicated in the attached Appendix "D."

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
EXCUSED:**

BY:

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Mary Ann Lutz, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**ELECTED & APPOINTED EMPLOYEES  
FISCAL YEAR 2011-12**

**APPENDIX D**

SECTION I	SALARIES & COMPENSATION – ELECTED OFFICIALS ...	D-2
SECTION II	FRINGE BENEFITS – ELECTED OFFICIALS .....	D-2
SECTION III	CITY MANAGER .....	D-4
SECTION IV	EXECUTIVE ASSISTANT TO THE CITY MANAGER.....	D-5

## APPENDIX D

The following elected and appointed positions in the City of Monrovia shall be compensated as provided for below.

### SECTION I. SALARIES & COMPENSATION – ELECTED OFFICIALS

A. City Council Members, City Clerk, and City Treasurer shall receive the following salary for their duties and responsibilities as elected officials for the City of Monrovia.

1. City Council Members shall be compensated at the rate of four hundred dollars (\$400) per month.

City Council Members	<u>Monthly Salary</u> \$400
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The above salary rate is in accordance with California Government Code Section 35616.

2. City Council Members each receive thirty dollars (\$30) each Council meeting for presiding over the Monrovia Redevelopment Agency and Monrovia Finance Authority. Council Members must be present at the meeting to receive this stipend.

B. The City Clerk shall be compensated at the rate of four hundred dollars (\$400) per month.

City Clerk	<u>Monthly Salary</u> \$400
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C. The position of City Treasurer (elected) shall be compensated for at the rate of three hundred sixty-three dollars (\$363.00) per month.

City Treasurer	<u>Monthly Salary</u> \$363
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### SECTION II. FRINGE BENEFITS – ELECTED OFFICIALS

A. Medical Insurance: The City shall pay up to the maximum medical contribution provided for non-safety employees for medical insurance coverage to City Council members, City Clerk and City Treasurer provided he/she utilizes the coverage provided by the City of Monrovia.

B. Dental Insurance: The City shall pay up to the full monthly premium for family dental insurance coverage for City Council members, City Clerk, and City Treasurer provided he/she utilizes the coverage provided by the City of Monrovia.

C. Vision Insurance: The City shall pay the monthly premium for single-party vision insurance coverage for the City Council members, City Clerk and City Treasurer provided he/she utilizes the coverage provided by the City of Monrovia.

D. Deferred Compensation: In accordance with an opinion issued by the California Attorney General, should a City Council member opt not to participate in the City's medical insurance program, the City will provide the equivalent value of the applicable maximum monthly contribution provided to non-safety employees for medical insurance coverage into the City's deferred compensation program on behalf of the City Council member.

E. Retirement:

1. The City is a participating agency in the California Public Employees' Retirement System (PERS) and provides retirement benefits under PERS to the City's eligible employees. Generally, under the laws governing PERS, two types of contributions are required to fund the City's PERS benefits: member contributions and employer contributions. Member contributions for City employees generally range from 8% for non-safety employees to 9% for safety employees. PERS periodically sets the rate for employer contributions.
2. The City shall pay the entire member contribution required by PERS for all employees in positions designated as Management, as well as the City Manager and all City elected officials. These City payments are known as "employer paid member contributions," or EPMCs.
3. All EPMCs for employees who have completed at least three years of continuous employment with the City will be reported by the City to PERS as PERS Compensation in accordance with section 20636(c)(4) of the California Government Code, as amended. Accordingly, the EPMCs will be included in each such employee's PERS Compensation for purposes of determining the employee's retirement benefits under PERS.
4. EPMCs for employees who have not completed three continuous years of City employment will not be reported to PERS as PERS Compensation.
5. Effective September 11, 2011, all employees in positions designated as Management, as well as the City Manager and all City elected officials shall, in accordance with section 20156(f) of the California Government Code, contribute a percentage of their PERS Compensation for the City's cost of optional benefits under PERS. For non-safety Management employees, as well as the City Manager and City elected officials designated as miscellaneous employees for PERS purposes, the contribution percentage will be 5.196%. For Management employees designated as safety employees for PERS purposes, the contribution percentage will be 7%. Contributions under this paragraph will offset the City's required employer contributions under PERS, and will not be treated by PERS as "member contributions" for any purpose. In addition, the contributions will be deducted from each such employee's City pay, and no employee may elect to receive cash in lieu of the contribution. The City will take formal action characterizing these contributions as pre-tax "pick up" contributions in accordance with section 414(h) of the Internal Revenue Code.

**SECTION III. CITY MANAGER**

The position of City Manager shall be compensated at the rate of fifteen thousand one hundred sixty-three dollars (\$15,163.00) per month.

Annual	\$181,958.40
Monthly	\$15,163.20
Bi-Weekly	\$6,998.40
Hourly	\$87.48

The City Manager shall be eligible to receive, once in any fiscal year, a bonus in recognition of (1) continued exceptional performance or (2) a singular exceptional achievement. Whether a bonus is to be given, and the timing and amount thereof, shall be subject to the sole and absolute discretion of the City Council. No bonus shall exceed five percent (5%) of the City's Manager's fiscal year salary.

The position of City Manager shall receive supplemental benefits pursuant to Appendix C unless stated otherwise in his/her Employment Contract.

**Execution/Initiative/Performance (EIP) Bonus Program**

The City Manager shall have the sole discretion to issue an EIP bonus to any other employee for performance considered above and beyond the normal expectations. In any twelve month period, such bonus shall not exceed five percent (5%) of the employee's annual base salary, and shall not be made in lieu of any other bonuses earned by the employee, pursuant to the rules and regulations of the employee's respective Memorandum of Understanding.

**Classification Compaction Adjustment Program**

The City of Monrovia endeavors to ensure that all employees are compensated in a fair and equitable manner. From time to time it may be necessary to adjust salary levels for certain classifications in order to address compaction issues that occur between classifications in the various City departments. The City Manager shall have the sole discretion to grant a salary adjustment to any employee to address a salary compaction issue between classifications. The salary adjustment shall not exceed ten percent (10%) of the employee's base salary.

**Department Restructuring Adjustment Program**

In order to address budget constraints within the various departments it may be necessary to restructure personnel allocations within a department. This may include implementing a hiring freeze and/or elimination of positions altogether. Should a department be restructured and cause a significant redistribution of work upon any employee such that they are not only performing their regular assignments, but are also performing the duties regularly assigned to another classification, the City Manager shall have the sole discretion to issue a salary adjustment to any other employee to address the redistribution of work to that employee. The salary adjustment shall not exceed ten percent (10%) of the employee's base salary.

**SECTION IV. EXECUTIVE ASSISTANT TO THE CITY MANAGER**

The position of Executive Assistant to the City Manager shall be compensated pursuant to the following salary range:

	<u>Minimum</u>	<u>Maximum</u>
Annual	\$48,782.07	\$63,416.69
Monthly	\$4,065.17	\$5,284.72
Bi-Weekly	\$1,876.23	\$2,439.10
Hourly	\$23.45	\$30.49

The position of Executive Assistant to the City Manager shall receive supplemental benefits pursuant to Appendix "H" of the Personnel Rules and Regulations.

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) §  
CITY OF MONROVIA             )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-41 relating to the amendment of Personnel Rules and Regulations, Appendix "D," to provide for compensation and supplemental benefits for certain elected and appointed employees was duly adopted and passed at a regular meeting of the City Council on this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

**RESOLUTION NO. 2011-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "F," TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN ELECTED AND APPOINTED EMPLOYEES FOR FISCAL YEAR 2011-2012**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of hourly employee compensation and benefits and such system provides for a classification and pay plan to equitably compensate hourly employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of hourly employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia as follows:

**SECTION 1.** That Appendix "F" of Resolution No. 77-24, the Personnel Rules and Regulations, is hereby amended to adjust supplemental benefits for certain elected and appointed employees as indicated in the attached Appendix "F."

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

BY:

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Mary Ann Lutz, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**TEMPORARY/HOURLY EMPLOYEES  
FISCAL YEAR 2011-2012**

**APPENDIX F**

	<b><u>No.</u></b>
SECTION I .....	F-1
SECTION II .....	F-1
SECTION III .....	F-1

## **APPENDIX F**

### **SECTION I**

- A. Hourly and temporary employees as provided herein shall be compensated pursuant to the attached schedule F. Hourly employees are those who have no established and/or set number of hours per work week. These employees are paid for hours worked. Employees appointed to a temporary full-time or part-time position and paid for an established number of hours weekly are eligible for salary and benefits on a pro rata basis at the same level as the most closely aligned bargaining unit.
- B. In addition to the classifications listed herein, employees may be appointed to temporary and/or hourly classifications included in the Fire, General, Management, Police, and Mid-Management Appendices. Employees appointed to positions contained in these Appendices shall be compensated at the hourly equivalent rate of the appropriate step as determined by the department head with approval of the City Manager.
- C. All hourly and temporary appointments are "at will" and employees shall only accrue City service credit based on an hourly employment status. Service in an hourly appointment will not be counted towards service time for purposes of establishing seniority, benefits, or City recognition.

### **SECTION II**

The application and administration of the hourly/temporary salary schedule shall be pursuant to applicable department policy as approved by the City Manager.

### **SECTION III**

Temporary and/or hourly employees shall not be eligible for supplemental benefit compensation, except as prescribed by State and/or Federal law or, as provided above. Additionally, any temporary and/or hourly employee who is a current member of the California Public Employee's Retirement System (PERS) shall participate in and contribute to the City's PERS program as determined by the City Manager.

SALARY SCHEDULE 'F'

Effective September 7, 2011

Range No	Classification	A	B	C	D	E	F
1	Library Page	\$ 8.08	\$ 8.48	\$ 8.91	\$ 9.35		
2	Recreation Leader I	\$ 8.08	\$ 8.48	\$ 8.91	\$ 9.35		
3	Crossing Guard	\$ 8.08	\$ 8.48	\$ 8.91	\$ 9.35	\$ 9.82	\$ 10.31
4	Office Aide	\$ 8.21	\$ 8.62	\$ 9.05	\$ 9.50	\$ 9.97	\$ 10.47
5	Recreation Leader II	\$ 8.73	\$ 9.17	\$ 9.62	\$ 10.10	\$ 10.61	\$ 11.14
6	Police Cadet	\$ 9.84	\$ 10.34	\$ 10.85	\$ 11.40	\$ 11.97	\$ 12.56
7	Maintenance Aide	\$ 10.22	\$ 10.74	\$ 11.27	\$ 11.84	\$ 12.43	\$ 13.05
8	Library Clerk	\$ 10.55	\$ 11.08	\$ 11.63	\$ 12.21	\$ 12.82	\$ 13.46
9	Intern	\$ 11.08	\$ 11.63	\$ 12.21	\$ 12.83	\$ 13.47	\$ 14.14
10	Recreation Specialist	\$ 11.31	\$ 11.87	\$ 12.47	\$ 13.09	\$ 13.75	\$ 14.43
11	Parks Specialist	\$ 15.51	\$ 16.29	\$ 17.10	\$ 17.96	\$ 18.85	\$ 19.80
12	Administrative Clerk I	\$ 15.56	\$ 16.34	\$ 17.15	\$ 18.01	\$ 18.91	\$ 19.86
13	Assistant Recreation Coordinator	\$ 16.52	\$ 17.35	\$ 18.22	\$ 19.13	\$ 20.08	\$ 21.09
14	Public Works Maintenance Worker I	\$ 16.99	\$ 17.84	\$ 18.73	\$ 19.67	\$ 20.65	\$ 21.68
15	Administrative Clerk II	\$ 17.25	\$ 18.11	\$ 19.02	\$ 19.97	\$ 20.97	\$ 22.02
16	Utility Maintenance Worker I	\$ 17.30	\$ 18.16	\$ 19.07	\$ 20.03	\$ 21.03	\$ 22.08
17	Accounts Assistant	\$ 17.32	\$ 18.19	\$ 19.10	\$ 20.05	\$ 21.06	\$ 22.11
18	Police Services Representative	\$ 18.38	\$ 19.29	\$ 20.26	\$ 21.27	\$ 22.34	\$ 23.45
19	Public Works Maintenance Worker II	\$ 18.76	\$ 19.70	\$ 20.69	\$ 21.72	\$ 22.81	\$ 23.95
20	Accounts Specialist	\$ 18.79	\$ 19.73	\$ 20.71	\$ 21.75	\$ 22.84	\$ 23.98
21	Senior Administrative Clerk	\$ 19.02	\$ 19.98	\$ 20.97	\$ 22.02	\$ 23.12	\$ 24.28
22	Building Counter Technician	\$ 19.89	\$ 20.88	\$ 21.92	\$ 23.02	\$ 24.17	\$ 25.38
23	Parking Control Officer	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.20	\$ 24.37	\$ 25.58
24	Accounting Technician	\$ 20.80	\$ 21.85	\$ 22.94	\$ 24.08	\$ 25.29	\$ 26.55
25	Recreation Coordinator	\$ 21.02	\$ 22.07	\$ 23.17	\$ 24.33	\$ 25.55	\$ 26.83
26	Animal Control Officer Community Service Officer	\$ 21.16	\$ 22.22	\$ 23.33	\$ 24.50	\$ 25.72	\$ 27.01
27	Neighborhood Preservation Officer	\$ 21.18	\$ 22.24	\$ 23.35	\$ 24.51	\$ 25.74	\$ 27.03
28	Administrative Secretary	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95	\$ 26.19	\$ 27.50
29	Police Communications Operator	\$ 21.77	\$ 22.86	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
30	Accountant I	\$ 22.29	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45
31	Librarian I	\$ 22.43	\$ 23.55	\$ 24.73	\$ 25.96	\$ 27.26	\$ 28.62
32	Management Intern Management Assistant	\$ 23.08	\$ 24.23	\$ 25.44	\$ 26.71	\$ 28.05	\$ 29.45
33	Sr. Neighborhood Preservation Officer	\$ 23.69	\$ 24.88	\$ 26.12	\$ 27.43	\$ 28.80	\$ 30.24
34	Librarian II	\$ 25.27	\$ 26.53	\$ 27.86	\$ 29.25	\$ 30.71	\$ 32.25
35	Management Analyst I Accountant II	\$ 26.09	\$ 27.40	\$ 28.77	\$ 30.20	\$ 31.71	\$ 33.30

SALARY SCHEDULE 'F'

Effective September 7, 2011

36	Management Analyst II	\$ 30.22	\$ 31.73	\$ 33.32	\$ 34.99	\$ 36.74	\$ 38.57
37	Fire Prevention Inspector	\$ 30.35	\$ 31.87	\$ 33.46	\$ 35.13	\$ 36.89	\$ 38.73
38	Fire Prevention Inspector	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.57	\$ 37.35	\$ 39.22
39	Agent/Detective Assignment	\$ 31.69	\$ 33.27	\$ 34.93	\$ 36.68	\$ 38.51	\$ 40.44
40	Information System Analyst	\$ 32.45	\$ 34.07	\$ 35.77	\$ 37.56	\$ 39.44	\$ 41.41
41	Senior Management Analyst	\$ 33.39	\$ 35.06	\$ 36.81	\$ 38.65	\$ 40.58	\$ 42.61

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) §  
CITY OF MONROVIA )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-42 relating to the amendment of Personnel Rules and Regulations, Appendix "F," to provide for compensation and supplemental benefits for certain hourly employees was duly adopted and passed at a regular meeting of the City Council on this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

\_\_\_\_\_  
Alice D. Atkins, CMC, City Clerk  
City of Monrovia

**RESOLUTION NO. 2011-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, AMENDING PERSONNEL RULES AND REGULATIONS, APPENDIX "H," TO PROVIDE FOR COMPENSATION AND SUPPLEMENTAL BENEFITS FOR CERTAIN MID-MANAGEMENT EMPLOYEES FOR FISCAL YEAR 2011-2012**

**WHEREAS**, Resolution No. 77-24 adopted a personnel system for the administration of hourly employee compensation and benefits and such system provides for a classification and pay plan to equitably compensate mid-management employees of the City;

**WHEREAS**, it is in the best interests of the City to adjust from time to time the salaries and benefits of mid-management employees of the City so as to retain qualified and competent personnel for the administration of City affairs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monrovia as follows:

**SECTION 1.** That Appendix "H" of Resolution No. 77-24, the Personnel Rules and Regulations is hereby amended to adjust supplemental benefits for certain mid-management employees as indicated in the attached Appendix "H."

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

BY:

---

Mary Ann Lutz, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

---

Alice D. Atkins, CMC, City Clerk  
City of Monrovia

---

Craig A. Steele, City Attorney  
City of Monrovia

**MID-MANAGEMENT EMPLOYEES  
FISCAL YEAR 2011-12**

**APPENDIX H**

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## APPENDIX H

Within the City of Monrovia organization, the City Council recognizes the benefit and need to foster and maintain a strong, professional Mid-Management team. Due to the nature of the Mid-Managers' job and diversity of areas in which the Mid-Managers' must function, there is justification to establish a separate and distinct salary and benefit plan for recognized Mid-Management employees. The salary and benefit levels provided herein, in addition to the preceding, recognize that the Mid-Manager is compensated for successful performance and completion of goals and objectives to meet community needs regardless of the length of the workday.

**SECTION I. MID-MANAGEMENT DESIGNATIONS:** The following positions shall be considered Mid-Management and subject to the compensation and supplemental benefit levels provided herein:

- Assistant to the City Manager
- Assistant Executive Director of Redevelopment
- Building Division Manager/Building Official
- City Engineer
- Deputy City Manager
- Deputy Fire Chief
- Finance Division Manager
- Fire Division Chief
- Human Resources Division Manager
- Information Systems Division Manager
- Infrastructure Maintenance Division Manager
- Library/Recreation Division Manager
- Neighborhood & Business Services Division Manager
- Operations Division Manager
- Planning Division Manager
- Police Captain
- Police Lieutenant

**SECTION II. COMPENSATION:** The following salary ranges shall apply to the corresponding mid-management positions. No Mid-Management classification shall earn less than the minimum or more than the maximum salary indicated. The Department Manager, with approval of the City Manager, shall have the authority to determine from time to time anywhere within the applicable salary range the level of compensation to be paid a Mid-Management position. No Mid-Management employee shall have any right or vested interest in any salary level above the minimum provided.

The placement of an individual at a salary level or advancement or reduction of an individual within the salary range shall be determined only after a thorough review by the Department Manager to determine the extent to which the Mid-Manager has met the expectations of his or her department and the expected objectives for performance. In addition, the Department Manager shall consider the degree to which the Mid-Manager has been of positive value to the overall effectiveness of the department and the Management Team. Current salary standing or salary advancement shall be neither automatic nor a matter of right but shall be based upon the principles of merit as described herein.

<u>Position</u>	<u>Salary Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
Deputy Fire Chief	106,341.07	138,243.39
Police Captain	8,861.76	11,520.28
	4,090.04	5,317.05
	51.13	66.46
Assistant Executive Director of Redevelopment	101,277.24	131,660.41
City Engineer	8,439.77	10,971.70
Infrastructure Maintenance Division Manager	3,895.28	5,063.86
	48.69	63.30
Fire Division Chief	96,454.50	125,390.85
(80-hour work period)	8,037.88	10,449.24
(112-hour work period)	3,709.79	4,822.73
	46.37	60.29
	33.12	43.06
Police Lieutenant	92,470.47	120,211.61
	7,705.87	10,017.63
	3,556.56	4,623.52
	44.46	57.80
Assistant to the City Manager	89,725.10	116,642.63
Deputy City Manager	7,477.09	9,720.22
Finance Division Manager	3,450.97	4,486.25
Information Systems Division Manager	43.14	56.08
Operations Division Manager		
Planning Division Manager		
Building Division Manager	81,568.28	106,038.76
Human Resources Division Manager	6,797.36	8,836.56
Library/Recreation Division Manager	3,137.24	4,078.41
Neighborhood & Business Services Division Manager	39.22	50.98

Officers and employees covered under this appendix shall not be eligible to receive overtime or to accumulate compensatory time off with the exception of compensatory time earned for holidays. The maximum accrual of compensatory time for this purpose is eighty (80) hours per calendar year.

### **SECTION III. OTHER COMPENSATION:**

**A. PAY FOR PERFORMANCE:** All positions designated as Mid-Management and the Executive Assistant to the City Manager will participate in the Pay for Performance program wherein employees receive salary increases/performance bonuses based on merit. The new Performance Evaluation form has been designed to ensure that the evaluation instrument is as objective as possible. An employee's performance evaluation provides the basis for any merit salary adjustment/performance bonus received by an employee. All annual evaluations will be completed at the same time—the end of each fiscal year.

2011-12 Personnel  
Rules & Regulations  
Effective 6/19/11

H-2

Mid-Management

Under the Pay for Performance Program, Cost of Living Adjustments (COLAs) will be a maximum of three percent (3%) of any monies available to enhance salary/benefits for Management employees. This provides employees with a minimal salary/benefit increase to allow them to keep pace with the rising costs of goods and services. *Funds available for any salary/benefit increase are based on 1) the City's ability to provide additional funding for ongoing benefits, and 2) demonstrated employee performance.* The City will conduct salary/benefit surveys periodically to determine how its' employee compensation compares to the surrounding agencies.

### **Pay for Performance**

1. Each year the City Manager will work with the City Council to determine the amount of funds available to fund Mid-Management benefit increases. Of this amount, Cost of Living Adjustments (COLAs) will be subject to a maximum of three percent (3%) of any monies available to enhance salary/benefits for Mid-Management employees.
2. The Department Manager shall determine the appropriate percentage amount each employee<sup>1</sup> shall be eligible to receive for merit salary adjustment/performance bonus based on the overall rating for each employee on the Performance Appraisal Form.

Actual merit salary adjustment/performance bonus amounts will then be determined by correlating percentage increases due with the total monies available for the Program each fiscal year.

3. The Personnel Action Forms reflecting the merit salary adjustments/performance bonuses for Mid-Managers will be completed by August 10<sup>th</sup> of each year.

### **Performance Evaluations**

#### **Annual evaluations**

1. Annual evaluations are based on the period July 1 through June 30 of each fiscal year.
2. Annual evaluations must be completed and forwarded to Human Resources by July 22<sup>nd</sup> of each year, including any written responses provided by the employee. Failure to do so will result in a lower performance evaluation rating and a reduction in the amount of merit increase or performance bonus granted to the applicable supervisor and all employees in the line of supervision, up to and including, the Department Manager.
3. The overall rating section of the Performance Evaluation Form will also include a percentage rating. This percentage rating corresponds to the amount of merit salary adjustment/performance bonus an employee will receive related to the total funds available in the Program each year based on the City's ability to pay. The percentages based on Program funds available as determined each year are shown below:

Outstanding	86% - 100%
Exceeds Expectations	51% - 85%
Meets Expectations	1% - 50%
Below Expectations	0%
Unacceptable	0%

### **Probationary evaluations**

1. A new employee's minimum initial probationary period is twelve months. Any subsequent probationary period due to promotion, reclassification, or transfer shall be for a minimum of six months.
2. All probationary employees shall receive an evaluation every three months during the probationary period. These evaluations are to be submitted to Human Resources within ten (10) calendar days of the due date indicated on the Performance Appraisal Form. Failure to do so will result in a lower performance evaluation rating and reduction in the amount of merit increase or performance bonus granted to the applicable supervisor and all employees in the line of supervision, up to and including, the Department Manager.
3. An employee who is appointed, reclassified, transferred or promoted on a date other than July 1 of any year, shall receive an evaluation at the end of the probationary period and for the period ending June 30 during the year this action occurs. Should this evaluation period be less than 90 days, the Department Manager shall only be required to prepare a memo that serves as an addendum to the evaluation, including the overall rating and merit salary adjustment/performance bonus percentage earned for the period ending June 30. Any merit salary adjustment/performance bonus for this period shall be pro-rated. Thereafter, the evaluation period will be from July 1 through June 30 of each year.
4. Any employee receiving an overall Performance Appraisal rating of Below Expectations or Unacceptable shall be placed on a Performance Improvement Plan (PIP). PIP's will be due in accordance with the evaluation schedule cited in the PIP. Each PIP Report must be submitted to Human Resources no later than ten (10) days after the due date indicated on the original PIP. Failure to do so will result in a lower rating and reduction in the amount of merit increase or performance bonus granted to the applicable supervisor and all employees in the line of supervision, up to and including the Department Manager.

### **Merit Increase/Performance Bonus**

1. The merit salary adjustment/performance bonus available will range from 0% to a maximum of 8%. The actual amount available each year will vary depending on funding available for the Program.
2. The Department Manager will determine an appropriate amount of a salary increase due when an employee is reclassified or promoted.
3. During the initial probationary period and/or any subsequent probationary periods due to reclassification or promotion, an employee is eligible for a merit increase on the date he/she successfully completes the probationary period. After this, the employee will be

eligible for subsequent salary increases based on the prorated share of full months of service completed during the fiscal year. For example, if an employee passes probation on December 12th, he/she would be eligible for a merit increase as of this date. He/she would then be eligible for a merit salary adjustment the following first pay period of September based on performance for the period December 13 through June 30.

Determining the length of the evaluation period will be accomplished by rounding up or down based on the date the Performance Appraisal is due--the 1st through the 14<sup>th</sup> of the month will be rounded down and days from the 15<sup>th</sup> to the end of the month will be rounded up. Therefore, in the case of an employee completing probation on December 12<sup>th</sup>, he/she would be eligible to receive a merit salary adjustment/performance bonus based on seven (7) months of service, or 58% of any merit salary adjustment /performance bonus due.

4. An employee may receive a merit salary adjustment and/or performance bonus. The Department Manager shall have the discretion to determine the type of increase to be granted. However, in order to be eligible for a performance bonus, the employee must have an overall rating of Exceeds Expectations on the applicable performance evaluation.
  5. An employee on a leave of absence without pay shall have his/her annual service period reduced by the number of full calendar days on non-pay.
  6. All salary/bonus changes shall be effective the first full pay period that ends in September of each year based on performance over the previous twelve month period from July 1 through June 30.
  7. Should an employee separate from City service on or after June 30 but prior to the first full pay period ending in September, the employee shall receive his/her performance bonus in a lump sum payment. An employee who separates from service (other than retirement) prior to June 30 shall not receive any merit salary adjustment/performance bonus.
  8. An employee who retires from service with the City prior to June 30 will receive a performance evaluation and performance bonus based on the prorated number of months completed upon separation, provided the employee has completed a minimum of three months of service within the evaluation period. The amount of bonus received will be based on the overall performance rating received on the Performance Appraisal, the percentage indicated, and amount of funds available based on the prior year's Program.
- B. FIRE OFFICER CERTIFICATION PAY:** Provided a Fire Division Chief or the Deputy Fire Chief possesses a valid Fire Officer Certificate issued by the California State Board of Fire Services, he/she shall receive \$200 per month in addition to his/her base pay.
- C. CHIEF OFFICER CERTIFICATION PAY:** Provided a Fire Division Chief or the Deputy Fire Chief possesses a valid Chief Officer Certificate issued by the California State Board of Fire Services, he/she shall receive \$300 per month in addition to his/her base pay.
- D.** The benefits provided in Subsection B and C above, shall not be cumulative. Each eligible employee shall only receive certification pay for the highest level certification attained.

**SECTION IV. ADDITIONAL ASSIGNMENT:**

A. Effective July 5, 1998, Fire Division Chiefs and the Deputy Fire Chief assigned to work a minimum of twelve (12) consecutive hours shift in addition to their regular work shift due to the absence of another Fire Division Chief shall be compensated at their hourly base salary rate for the additional work period. Such assignment shall be made at the discretion of the Fire Chief.

Fire Division Chiefs assigned to respond as part of a Multi-Jurisdictional Strike Team will not be required to complete the minimum hours described above before being eligible for additional assignment pay.

B. Police Lieutenants assigned to work a movie detail or the Immaculate Conception Church Memorial Weekend Fiesta will receive overtime pay based on the salary scale in effect for Police Sergeants including pay for the POST Advanced Certificate.

**SECTION V. VACATION:** Employees or officers in positions covered hereunder shall be entitled to annual vacation leave with pay as follows:

<u>Years of Service</u>	<u>Non-Sworn Vacation Accrual</u>	<u>Sworn Vacation Accrual</u>	<u>Sworn Shift Personnel</u>
1 thru 3	96hrs./yr.	96 hrs./yr.	152 hrs/yr
4 thru 9	120 hrs./yr.	128 hrs./yr.	224 hrs/yr
10 and above	160 hrs./yr.	168 hrs./yr.	296 hrs/yr

Positions covered hereunder shall be able to accumulate an unlimited amount of vacation leave. Any eligible employee must remain in the employ of the City of Monrovia for a minimum of five (5) years to be eligible to be paid out for accrued vacation in excess of two (2) years vacation accrual.

**SECTION VI. MID-MANAGEMENT LEAVE:**

A. Positions covered hereunder shall be credited on July 1 of each fiscal year with sixty (60) hours of Mid-Management leave. Fire Division Chiefs on a fifty-six (56) hour workweek shall be credited with eighty-four (84) hours of Mid-Management leave. Credited leave hours may be used at any time during the year with approval of the City Manager and giving due consideration to the needs of the department.

B. In the last payroll of each fiscal year, employees covered hereunder shall be paid in cash for all Mid-Management leave hours credited but unused during the preceding year.

C. Mid-Management employees hired during or separating before the end of the fiscal year shall be credited with a prorata of special Mid-Management leave hours based on the number of months of the fiscal year for which the individual is employed.

## **SECTION VII. HOLIDAYS**

1. With the exceptions provided herein, holidays for employees covered under this agreement shall be as follows:
  - a. New Year's Eve Day
  - b. New Year's Day
  - c. Martin Luther King, Jr. Birthday
  - d. President's Day
  - e. Memorial Day
  - f. Fourth of July
  - g. Labor Day
  - h. Veteran's Day
  - i. Thanksgiving Day
  - j. The Friday after Thanksgiving Day
  - k. December 24<sup>th</sup>
  - l. December 25<sup>th</sup>

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

2. For employees working a 5/40 workweek schedule whose work schedule would include working on Friday and not working Saturday and Sunday, if any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be a holiday. Employees regularly scheduled to work on a holiday shall be eligible to receive compensating time off for the holiday if the holiday is worked based on the employee's normal work hours on the day the holiday occurs.
3. For employees on a 9/80, 4/10 or 5/40 work schedule, if any of the preceding holidays fall on the employee's regular day off, the employee will receive hours of holiday credit or holiday pay based on their normal schedule as deemed appropriate by the Department Head. If any of the preceding holidays fall on a Sunday, the following Monday shall be observed as a holiday.
4. For the purposes of this section, a holiday shall be considered as ten (10) hours for employees working a 4/10 work schedule and eight (8) hours for employees working a 5/40 work schedule. For employees working a 9/80 work schedule, a holiday shall be considered as eight (8) or nine (9) hours based on the employee's normal work hours on the day the holiday occurs.

**SECTION VIII. SICK LEAVE:** Employees shall be able to accrue an unlimited number of sick leave hours.

- A. Any eligible employee who separates from the City of Monrovia or retires from the City of Monrovia with a minimum of five (5) years of service will be paid for twenty-five percent (25%) of accrued sick leave upon separation or retirement.
- B. Any eligible employee who retires from the City of Monrovia with a minimum of ten years of service will be paid for fifty percent (50) of accrued sick leave upon retirement.

**SECTION IX. RETIREMENT:**

- A. The City is a participating agency in the California Public Employees' Retirement System (PERS) and provides retirement benefits under PERS to the City's eligible employees. Generally, under the laws governing PERS, two types of contributions are required to fund the City's PERS benefits: member contributions and employer contributions. Member contributions for City employees generally range from 8% for non-safety employees to 9% for safety employees. PERS periodically sets the rate for employer contributions.
- B. The City shall pay the entire member contribution required by PERS for all employees in positions designated as Mid-Management, as well as the Executive Assistant to the City Manager. These City payments are known as "employer paid member contributions," or EPMCs.

All EPMCs for employees who have completed at least three years of continuous employment with the City will be reported by the City to PERS as PERS Compensation in accordance with section 20636(c)(4) of the California Government Code, as amended. Accordingly, the EPMCs will be included in each such employee's PERS Compensation for purposes of determining the employee's retirement benefits under PERS.

EPMCs for employees who have not completed three continuous years of City employment will not be reported to PERS as PERS Compensation.

- C. Effective September 11, 2011, all employees in positions designated as Mid-Management, as well as the Executive Assistant to the City Manager shall, in accordance with section 20156(f) of the California Government Code, contribute a percentage of their PERS Compensation for the City's cost of optional benefits under PERS. For non-safety Mid-Management employees, designated as miscellaneous employees for PERS purposes, the contribution percentage will be 5.196%. For Mid-Management employees designated as safety employees for PERS purposes, the contribution percentage will be 7%. Contributions under this paragraph will offset the City's required employer contributions under PERS, and will not be treated by PERS as "member contributions" for any purpose. In addition, the contributions will be deducted from each such employee's City pay, and no employee may elect to receive cash in lieu of the contribution. The City will take formal action characterizing these contributions as pre-tax "pick up" contributions in accordance with section 414(h) of the Internal Revenue Code.
- D. Employees retiring with a minimum of ten (10) years of service with the City of Monrovia will be reimbursed for fifty percent (50%) of monthly health insurance premiums paid for the retiring employee and his/her spouse for the remainder of their lives. Eligible employees retiring with a minimum of fifteen (15) years of service with the City of Monrovia will be reimbursed one hundred percent (100%) of monthly health insurance premiums paid for the retiring employee and his/her spouse for the remainder of their lives.
- E. The employee must be enrolled in one of the City's participating health plans at the time of retirement. Evidence of monthly insurance premiums paid must be submitted to the City of Monrovia to receive this reimbursement.

- F. Any person designated as Mid-Management effective on or after July 1, 2002, will be eligible for retiree health premium reimbursement based on the following schedule:
- a. Once retired, the retiree must provide evidence of a monthly premium to be paid directly by the retiree, to receive reimbursement. Otherwise, such reimbursement shall not be provided.
  - b. Retiree medical premiums will be paid for the employee for his/her lifetime.
  - c. The retiree must submit evidence of his/her monthly medical premium to the Human Resources Department to receive the monthly reimbursement.
  - d. Employees retiring with a minimum of ten (10) years of service shall receive a monthly reimbursement of twenty-five percent (25%) of the monthly health insurance premium paid for the retiring employee for the remainder of his/her life.
  - e. Employees retiring with a minimum of fifteen (15) years of service shall receive a monthly reimbursement of fifty percent (50%) of the monthly health insurance premium paid for retiring employee for the remainder of his/her life.
  - f. Employees retiring with a minimum of twenty (20) years of service shall receive a monthly reimbursement of seventy-five percent (75%) of the monthly health insurance premium paid for retiring employee for the remainder of his/her life.
  - g. Employees retiring with a minimum of twenty-five (25) years of service shall receive a monthly reimbursement of one hundred percent (100%) of the monthly health insurance premium paid for retiring employee for the remainder of his/her life.
  - h. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
  - i. Any reimbursement received shall be inclusive of any additional amount paid directly to PERS by the City on behalf of the retiree for medical coverage.
- G. Any person designated as Management effective on or after July 1, 2006, will be eligible for retiree health premium reimbursement in accordance with Section VI, C, above except that the maximum reimbursement will be for the employee coverage for the lowest premium HMO plan available through the City.

#### **SECTION X. PRE-FUNDED RETIREE MEDICAL TRUST**

- A. The City will implement a Pre-Funded Retiree Medical Trust (PRMT) that provides for employer and employee contributions. The PRMT will establish a Health Reimbursement Savings Trust account that will allow employees to utilize monies in this Trust to pay for IRS-approved medical premiums with pre-tax dollars as long as there are funds in the retiree's account. A complete Plan document describing the PRMT will be provided to each participant.
- B. The PRMT will be implemented as soon as practicable on or after July 1, 2008, and will have a Plan A and a Plan B component.
- C. Employees who are eligible to receive 100% medical coverage as described in Section VII above, are not eligible to participate in the PRMT. All eligible employees must participate in the PRMT and cannot opt out.

- D.** All employees will exercise a one-time irrevocable election to participate in either Plan A or Plan B of the PRMT.
- E.** Plan A components:
- a. Any employee hired on or after July 1, 2008, will participate in the PRMT as a Plan A participant.
  - b. All employees participating in Plan A are no longer eligible to receive the retiree medical benefits outlined in Section XVII above.
  - c. Upon initial implementation of the PRMT, for all employees participating in Plan A as of that date, the City will contribute a one-time lump sum payment for each employee into the Trust based on each employee's age plus years of service multiplied by \$75. (Age and years of service will be calculated using whole years only. Fractions of a year will not be rounded up.)
  - d. Both the employee and the City will contribute monies into the trust each pay period.
  - e. If the employee does not retire directly from the City, he/she will not be eligible to receive any amount contributed by the City on his/her behalf, including the initial lump sum contribution.
  - f. All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City
  - g. An employee cannot contribute either more or less per pay period than the amount specified in the Table below.
  - h. The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

**City of Monrovia  
Mid-Management Employees**

Years of Service	Employee Contribution/ Pay Period	Employer Contribution/ Pay Period
0-5	\$ 20	\$ 20
6-10	\$ 30	\$ 30
11-15	\$ 40	\$ 40
16-20	\$ 50	\$ 50
21-25	\$ 60	\$ 60
26+	\$ 70	\$ 70

- F.** Plan B components:
- a. All employees participating in Plan B will retain the retiree medical benefit as outlined in Section XVII above.
  - b. Both the employee and the City will contribute monies into the trust each pay period.
  - c. If the employee does not retire directly from the City, he/she will not be eligible to receive any amount contributed by the City on his/her behalf
  - d. All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City

- e. An employee cannot contribute either more or less per pay period than the amount specified in the Table below.
- f. The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

**City of Monrovia  
Mid-Management Employees**

	Employee Contribution/ Pay Period	Employer Contribution/ Pay Period
0-5	\$ 10	\$ 10
6-10	\$ 15	\$ 15
11-15	\$ 20	\$ 20
16-20	\$ 25	\$ 25
21-25	\$ 30	\$ 30
26+	\$ 35	\$ 35

- A. Monies in the Trust for an employee, former employee, and retiree will be available to the surviving beneficiaries in accordance with the provisions of the Trust and IRS regulations.
- B. The language contained in this Section is subject to review by legal counsel and may be amended to comply with legal and IRS regulations.

**SECTION XI. HEALTH BENEFITS:**

- A. All employees must enroll in one of the medical plan options offered through the City unless they submit to the City both (1) proof of health coverage; and (2) sign a health insurance waiver.
- B. The City agrees to contribute an amount equal to employee only indemnity/PPO coverage under the City's dental insurance program. Any additional costs of the plan shall be borne by the individual employee.

Employees not purchasing dental insurance through the City shall not receive the contribution noted herein and above.

- C. The City shall pay the cost of the group vision plan for those employees covered hereunder. Any costs for dependent coverage shall be borne by the individual employee.

**SECTION XII. LIFE INSURANCE:** The City shall pay the cost of the group life insurance program. Such program shall consist of life insurance in an amount equal to annual salary to a maximum of \$200,000, with a double indemnity clause covering accidents while in service of the City.

**SECTION XIII. LONG-TERM DISABILITY:** The City shall pay the cost of the group long-term disability plan for those employees covered hereunder.

**SECTION XIV. DEFERRED COMPENSATION:** The City shall contribute \$100 per month into one of the City's participating deferred compensation plans. The employee shall designate the option of his/her choice.

- A. Each calendar year, any employee may convert the hourly rate of any portion of their accrued vacation hours into monies to be included in their contribution to one of the City's deferred compensation providers up to the maximum annual contribution allowed in accordance with IRS regulations.
- B. Any employee who is planning to retire directly from the City of Monrovia may convert their accrued sick leave to monies to be included in one of the City's deferred compensation providers by participating in the following program.
- C. In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued sick leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:
  - a. Any employee opting to participate in this program must sign a loan agreement indicating their intent to retire directly from the City of Monrovia or otherwise repay all amounts contributed through this program should they not retire directly from the City of Monrovia. Should an employee not retire from the City due to an involuntary separation from service, provided such separation is not for cause, the employee will not be required to repay all amounts contributed.
  - b. All sick leave hours converted will be on a fifty percent basis (e.g., a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employee's deferred compensation account).
  - c. In the third year prior to retirement, the employee may convert a maximum of ten percent (10%) of their sick leave balance.
  - d. In the second year prior to retirement, the employee may convert a maximum of thirty percent (30%) of their sick leave balance.
  - e. In the final year prior to retirement, the employee may convert a maximum of fifty percent (50%) of their sick leave balance.

**SECTION XV. LONG TERM CARE INSURANCE:** An employee may opt to have the \$100 City contribution discussed in Section XI above, contributed to Long Term Care Insurance rather than to a deferred compensation account, provided the City is able to arrange for such payroll deduction directly to the provider.

**SECTION XVI. RETIREMENT REIMBURSEMENT PLAN:**

- A. As soon as practicable in the fiscal year 2008-09, the City will establish a Retirement Reimbursement Plan(RRP) to allow eligible employees to convert accrued vacation and sick leave hours to be used to pay for medical-related premiums and out-of-pocket expenses in accordance with IRS regulations.
- B. An employee who meets the criteria outlined below shall have the City automatically deposit into the RRP trust an amount equivalent to \$7,500 of an employee's accrued vacation time. The employee shall satisfy both criteria as of the fourth (4<sup>th</sup>) pay period of each calendar year. The City shall make a contribution into the RRP no later than the fifth (5<sup>th</sup>) pay period of each year. The criteria shall be:
  - a. The employee shall have the maximum number of administrative-management leave hours in their administrative-management leave bank and ,

- b. The employee shall have a minimum vacation balance of 220 hours of accrued vacation.
- C. In the final three (3) calendar years prior to an employee's stated retirement date the City will automatically convert the equivalent of the employee's hourly rate of accrued sick leave into the RRP trust in accordance with IRS regulations and the schedule outlined below:
- a. Any employee participating in this portion of the RRP must sign an agreement indicating their intent to retire directly from the City of Monrovia within three (3) years, or a shorter period of time when applicable (i.e. one or two years). Should an employee not retire from the City following the submission of the agreement, due to an involuntary separation from service, (not for cause or voluntary resignation), the employee shall be vested on any contributions made by the City into the RRP as described in this section.
  - b. All sick leave hours deposited into a RRP by the City shall be converted at a rate of fifty percent of the accrued rate at the time of the contribution is made to the RRP (e.g., use of 100 sick hours will result in conversion of 50 hours of sick leave).
  - c. In the third calendar year prior to the employee's retirement, the City shall contribute to the RRP an amount of sick leave accrual equal to \$15,000, provided that the employee satisfies the requirements outlined below:
    - An employee has a remaining sick leave balance of no less than 600 hours after the contribution to the RRP is made, and
    - The employee has the maximum number of administrative-management leave hours in their administrative-management leave bank as of the fifth (5<sup>th</sup>) pay period of each year.The City shall make such conversion into the RRP no later than the sixth (6<sup>th</sup>) pay period of each year.
  - d. In the second calendar year prior to an employee's retirement, the City shall contribute to the RRP an amount of sick leave accrual equal to \$20,000 provided an employee satisfies the following requirements:
    - An employee has a remaining sick leave balance of no less than 250 hours after the contribution to the RRP is made, and
    - The employee has the maximum number of administrative-management leave hours in their administrative-management leave bank as of the fifth (5<sup>th</sup>) pay period of each calendar year.The City shall make such conversion no later than the sixth (6<sup>th</sup>) pay period of each year.
  - e. In the calendar year in which the employee retires from the City, the City shall contribute to the RRP an amount of sick leave accrual equal to \$25,000, of the employee's total sick leave accrual if the employee has the maximum number of administrative-management leave hours in their administrative-management leave bank on the pay period prior to the employee's scheduled retirement date. The City shall make such conversion on the pay period prior to the employee's official retirement date.
- D. An employee who notifies the City of their intent to retire within one or two years shall be eligible to receive contributions from the City into the RRP plan in the following order:

1. Employees retiring within two (2) years: An employee shall be eligible to receive the contributions described in Section XVI, C. 4 and 5, in that respective order.
  2. Employees retiring within one (1) year: Employees shall be eligible to receive only the contributions described in Section XVI, C. 5.
- E. Employees who modify their retirement date from the date originally stated in the Agreement, shall be eligible to receive contributions from the City based on the employee's new retirement date, as described in Section XVI. For example, an employee who notified the City in early 2009 of their intent to retire in 2010, who received a contribution from the City in 2009 as described in Subsection C 4, will be eligible to receive a subsequent contribution from the City as described in Subsections C 4 and C5 if the employee notifies the City in early 2010 (prior to the fourth pay period) of their intent to delay their retirement date until 2011.
- F. Employees who terminate employment for a reason other than for cause who fail to retire from the City and are subsequently rehired will be eligible to participate in the City's RRP trust as described in Section XVI C.

**SECTION XVII. AUTO ALLOWANCE:** The City shall pay \$200 per month to each employee covered hereunder for use of his or her personal vehicle in connection with City business. Police Captains and the Deputy Fire Chief will be provided with a City vehicle in lieu of receiving an auto allowance. The Fire Division Chiefs and Police Lieutenants will be provided use of a City vehicle in during the course of their workday in lieu of receiving an auto allowance.

Additionally, additional language related to reimbursement for travel to conferences/seminars is contained in Administrative Policy #1.04

**SECTION XVIII. FRINGE BENEFIT CONTRIBUTION:** In addition to the above, the City shall provide a fringe benefit contribution of three hundred ninety dollars and seventy-six cents (\$390.76) per month per employee as "cafeteria monies" to spend on one or more City benefit plans in any of the following ways by the employee's selection: employee medical; dependent medical; employee dental; dependent dental; employee vision; dependent vision; or cash (taxable).

Employees who fail to complete both of the requirements in Section VIII, A, above shall not be allowed to utilize their cafeteria contributions for any other City plan.

**SECTION XIX. DEFERRED HOLIDAY TIME:** The position of Fire Division Chief shall be credited with one day of "deferred holiday time" for each holiday worked or assigned as Duty Chief. Holidays may be at 8, 9, 10 or 12 hours depending on whether the employee is assigned to a standard 5/40, 9/80, 10/40 or 24/56 work schedule. Fire Division Chiefs may accumulate up to a total of 12 "deferred holidays" (i.e., 120 hours based on a 4/10 work schedule) and no accumulation shall be credited beyond this limit.

**SECTION XX. ADMINISTRATION OF BENEFITS:** Excepting the salary levels and benefits provided herein, the following positions shall be subject to the provisions of the respective appendix in the areas of: uniform, clothing and safety equipment allowances; certification pay; paramedic training allowance; sick leave incentive program; leave provisions; bilingual pay; health/medical benefits; and retirement benefits.

<u>Classification</u>	<u>Appendix</u>
Assistant to the City Manager	B
Assistant Executive Director of Redevelopment	B
Building Division Manager/Building Official	B
City Engineer	B
Deputy City Manager	B
Deputy Fire Chief	A
Finance Division Manager	B
Fire Division Chief	A
Human Resources Division Manager	B
Information Systems Division Manager	B
Infrastructure Maintenance Division Manager	B
Library/Recreation Division Manager	B
Neighborhood Preservation Division Manager	B
Operations Division Manager	B
Planning Division Manager	B
Police Captain	G
Police Lieutenant	G

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) §  
CITY OF MONROVIA             )

I, ALICE D. ATKINS, CMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2011-43 relating to the amendment of Personnel Rules and Regulations, Appendix "H," to provide for compensation and supplemental benefits for certain mid-management employees was duly adopted and passed at a regular meeting of the City Council on this 6<sup>th</sup> day of September, 2011, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Alice D. Atkins, CMC, City Clerk  
City of Monrovia