

RESOLUTION NO. CC-2208-042

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING A THIRD AMENDMENT TO THE
AMENDED AND RESTATED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE DECEMBER 3, 2018 UNTIL FURTHER
AMENDED, RESTATED AND/OR REPLACED**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawnsdale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around December 3, 2018, the City Council adopted Resolution No. CC-1812-050, the "Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," ("2018-19 CMT Resolution"), which included a salary schedule that was effective for the 2018-19 fiscal year; and

WHEREAS, on or around March 4, 2019, the City Council amended the 2018-19 CMT Resolution to update certain provisions in Article II, Section 02, to reinstate the salary range of the Director of Finance/City Treasurer position; adjust the salary ranges for certain affected positions subject to the 2018-19 CMT Resolution; and provide for certification pay for the position of Director of Public Works / City Engineer as a recruitment incentive; and

WHEREAS, on or around April 4, 2022, the City Council amended the 2018-19 CMT Resolution to update certain provisions in Article I, Section 01, to adjust the salary ranges for certain affected positions subject to the 2018-19 CMT Resolution; provide a one-time, lump sum, taxable, non-PERSable American Rescue Plan Act (ARPA) payment of \$2,000 to full-time employees hired before June 30, 2021, and still employed by the City at the time of such approval; and

WHEREAS, during the fiscal year 2019/2020 budget, the City Council approved the budget request to conduct a citywide classification and compensation study ("Study"), which commenced on August 25, 2021; and

WHEREAS, the City Council now desires to further amend the 2018-19 CMT Resolution to implement the first phase of the citywide classification and compensation study ("Study") by: i) updating certain provisions in Article I, Section 01, to adjust the salary ranges for applicable positions subject to the 2018-19 CMT Resolution to bring certain position to market as identified by the Study; ii) delete the

certification pay previously implemented as a recruitment tool providing increased total compensation for the position of Director of Public Works/City Engineer; and iii) implement the proposed structured salary schedule for all positions to be effective July 1, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Article II, Section 02, "Salary and Wage Schedule" of the 2018-19 CMT Resolution is hereby amended to read, as follows:

Affected positions covered by this resolution identified by the classification and compensation study ("Study") to be below market shall be brought to market, honoring Step placement. The City will implement a structured salary schedule, placing each position at the appropriate Step, within the new salary range (using a 5-step range, with 5% between steps and 1% between ranges) as noted in Attachment A, that is closest to their current rate of pay at the time of City Council approval, without being less than their current rate of pay.

Effective July 1, 2022:

Job ID	Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E
2001	Assistant City Clerk	123	\$9,337	\$9,804	\$10,294	\$10,809	\$11,349
6001	Director of Municipal Services	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711
1003	Assistant to the City Manager/HR Director	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711
3001	Director of Community Services	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711
5001	Director of Community Development	152	\$12,460	\$13,083	\$13,738	\$14,424	\$15,146
4001	Director of Finance/City Treasurer	152	\$12,460	\$13,083	\$13,738	\$14,424	\$15,146
1100	Director of Public Works/City Engineer	152	\$12,460	\$13,083	\$13,738	\$14,424	\$15,146

**See attached Proposed Salary Schedule*

Any salary adjustments shall be subject to review and amendment as approved by City Council.

SECTION 2. Due to the increased salary, the 5% certification pay implemented is no longer needed as a recruitment tool for Director of Public Works/ City Engineer. Authorization for that pay is hereby removed and the reference to this pay in the Agreement is hereby deleted.

SECTION 3. The Lawndale Salary Schedule contained in Exhibit "A", attached hereto, is added to this resolution as "Attachment A" of the 2018-19 CMT Resolution.

SECTION 3. Except as described above, all other provisions of the 2018-19 CMT Resolution shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 15th day of August, 2022.



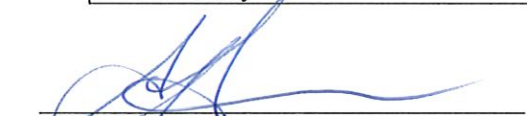
 Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2208-042 at a regular meeting of said Council held on the 15th day of August, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman, Mayor Pro Tem	X				
Sirley Cuevas	X				
Bernadette Suarez	X				
Pat Kearney	X				


Erica Harbison, City Clerk

APPROVED AS TO FORM:



Gregory M. Murphy, City Attorney

EXHIBIT “A”

LAWNDALE SALARY SCHEDULE

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Lawndale 2022 Proposed Salary Schedule

Salary Range						
Salary Range	Step A	Step B	Step C	Step D	Step E	Salary Range
0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452	1
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857	2
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265	3
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678	4
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095	5
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516	6
7	\$35,327	\$37,094	\$38,948	\$40,896	\$42,941	7
8	\$35,681	\$37,465	\$39,338	\$41,305	\$43,370	8
9	\$36,037	\$37,839	\$39,731	\$41,718	\$43,804	9
10	\$36,398	\$38,218	\$40,129	\$42,135	\$44,242	10
11	\$36,762	\$38,600	\$40,530	\$42,556	\$44,684	11
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131	12
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582	13
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038	14
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499	15
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964	16
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433	17
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908	18
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387	19
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870	20
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359	21
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853	22
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351	23
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855	24
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363	25
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877	26
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396	27
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920	28
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449	29
30	\$44,412	\$46,633	\$48,965	\$51,413	\$53,983	30
31	\$44,856	\$47,099	\$49,454	\$51,927	\$54,523	31
32	\$45,305	\$47,570	\$49,949	\$52,446	\$55,068	32
33	\$45,758	\$48,046	\$50,448	\$52,971	\$55,619	33
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175	34
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737	35
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304	36
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878	37
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456	38
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041	39
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631	40
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228	41
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830	42
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438	43
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053	44
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673	45
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300	46
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933	47
48	\$53,124	\$55,780	\$58,569	\$61,497	\$64,572	48
49	\$53,655	\$56,338	\$59,155	\$62,112	\$65,218	49
50	\$54,191	\$56,901	\$59,746	\$62,733	\$65,870	50
51	\$54,733	\$57,470	\$60,344	\$63,361	\$66,529	51
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194	52
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866	53
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545	54

Lawndale 2022 Proposed Salary Schedule

55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230	55
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922	56
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622	57
58	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328	58
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041	59
60	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761	60
61	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489	61
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224	62
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966	63
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716	64
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473	65
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238	66
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010	67
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790	68
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578	69
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374	70
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178	71
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989	72
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809	73
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637	74
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474	75
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319	76
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172	77
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033	78
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904	79
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783	80
81	\$73,772	\$77,461	\$81,334	\$85,401	\$89,671	81
82	\$74,510	\$78,236	\$82,147	\$86,255	\$90,567	82
83	\$75,255	\$79,018	\$82,969	\$87,117	\$91,473	83
84	\$76,008	\$79,808	\$83,798	\$87,988	\$92,388	84
85	\$76,768	\$80,606	\$84,636	\$88,868	\$93,312	85
86	\$77,535	\$81,412	\$85,483	\$89,757	\$94,245	86
87	\$78,311	\$82,226	\$86,338	\$90,654	\$95,187	87
88	\$79,094	\$83,049	\$87,201	\$91,561	\$96,139	88
89	\$79,885	\$83,879	\$88,073	\$92,477	\$97,100	89
90	\$80,684	\$84,718	\$88,954	\$93,401	\$98,071	90
91	\$81,490	\$85,565	\$89,843	\$94,335	\$99,052	91
92	\$82,305	\$86,421	\$90,742	\$95,279	\$100,043	92
93	\$83,128	\$87,285	\$91,649	\$96,232	\$101,043	93
94	\$83,960	\$88,158	\$92,566	\$97,194	\$102,054	94
95	\$84,799	\$89,039	\$93,491	\$98,166	\$103,074	95
96	\$85,647	\$89,930	\$94,426	\$99,147	\$104,105	96
97	\$86,504	\$90,829	\$95,370	\$100,139	\$105,146	97
98	\$87,369	\$91,737	\$96,324	\$101,140	\$106,197	98
99	\$88,243	\$92,655	\$97,287	\$102,152	\$107,259	99
100	\$89,125	\$93,581	\$98,260	\$103,173	\$108,332	100
101	\$90,016	\$94,517	\$99,243	\$104,205	\$109,415	101
102	\$90,916	\$95,462	\$100,235	\$105,247	\$110,509	102
103	\$91,826	\$96,417	\$101,238	\$106,300	\$111,615	103
104	\$92,744	\$97,381	\$102,250	\$107,363	\$112,731	104
105	\$93,671	\$98,355	\$103,273	\$108,436	\$113,858	105
106	\$94,608	\$99,338	\$104,305	\$109,521	\$114,997	106
107	\$95,554	\$100,332	\$105,348	\$110,616	\$116,147	107
108	\$96,510	\$101,335	\$106,402	\$111,722	\$117,308	108
109	\$97,475	\$102,348	\$107,466	\$112,839	\$118,481	109
110	\$98,449	\$103,372	\$108,540	\$113,967	\$119,666	110
111	\$99,434	\$104,406	\$109,626	\$115,107	\$120,863	111
112	\$100,428	\$105,450	\$110,722	\$116,258	\$122,071	112
113	\$101,433	\$106,504	\$111,829	\$117,421	\$123,292	113
114	\$102,447	\$107,569	\$112,948	\$118,595	\$124,525	114
115	\$103,471	\$108,645	\$114,077	\$119,781	\$125,770	115
116	\$104,506	\$109,731	\$115,218	\$120,979	\$127,028	116
117	\$105,551	\$110,829	\$116,370	\$122,189	\$128,298	117
118	\$106,607	\$111,937	\$117,534	\$123,410	\$129,581	118
119	\$107,673	\$113,056	\$118,709	\$124,645	\$130,877	119
120	\$108,749	\$114,187	\$119,896	\$125,891	\$132,186	120
121	\$109,837	\$115,329	\$121,095	\$127,150	\$133,507	121
122	\$110,935	\$116,482	\$122,306	\$128,421	\$134,842	122
123	\$112,045	\$117,647	\$123,529	\$129,706	\$136,191	123

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Lawndale 2022 Proposed Salary Schedule

124	\$113,165	\$118,823	\$124,764	\$131,003	\$137,553	124
125	\$114,297	\$120,012	\$126,012	\$132,313	\$138,928	125
126	\$115,440	\$121,212	\$127,272	\$133,636	\$140,318	126
127	\$116,594	\$122,424	\$128,545	\$134,972	\$141,721	127
128	\$117,760	\$123,648	\$129,830	\$136,322	\$143,138	128
129	\$118,938	\$124,884	\$131,129	\$137,685	\$144,569	129
130	\$120,127	\$126,133	\$132,440	\$139,062	\$146,015	130
131	\$121,328	\$127,395	\$133,764	\$140,453	\$147,475	131
132	\$122,542	\$128,669	\$135,102	\$141,857	\$148,950	132
133	\$123,767	\$129,955	\$136,453	\$143,276	\$150,439	133
134	\$125,005	\$131,255	\$137,818	\$144,708	\$151,944	134
135	\$126,255	\$132,567	\$139,196	\$146,156	\$153,463	135
136	\$127,517	\$133,893	\$140,588	\$147,617	\$154,998	136
137	\$128,792	\$135,232	\$141,994	\$149,093	\$156,548	137
138	\$130,080	\$136,584	\$143,414	\$150,584	\$158,113	138
139	\$131,381	\$137,950	\$144,848	\$152,090	\$159,695	139
140	\$132,695	\$139,330	\$146,296	\$153,611	\$161,291	140
141	\$134,022	\$140,723	\$147,759	\$155,147	\$162,904	141
142	\$135,362	\$142,130	\$149,237	\$156,699	\$164,533	142
143	\$136,716	\$143,551	\$150,729	\$158,266	\$166,179	143
144	\$138,083	\$144,987	\$152,236	\$159,848	\$167,841	144
145	\$139,464	\$146,437	\$153,759	\$161,447	\$169,519	145
146	\$140,858	\$147,901	\$155,296	\$163,061	\$171,214	146
147	\$142,267	\$149,380	\$156,849	\$164,692	\$172,926	147
148	\$143,690	\$150,874	\$158,418	\$166,339	\$174,656	148
149	\$145,126	\$152,383	\$160,002	\$168,002	\$176,402	149
150	\$146,578	\$153,907	\$161,602	\$169,682	\$178,166	150
151	\$148,044	\$155,446	\$163,218	\$171,379	\$179,948	151
152	\$149,524	\$157,000	\$164,850	\$173,093	\$181,747	152
153	\$151,019	\$158,570	\$166,499	\$174,824	\$183,565	153
154	\$152,529	\$160,156	\$168,164	\$176,572	\$185,400	154
155	\$154,055	\$161,757	\$169,845	\$178,338	\$187,254	155
156	\$155,595	\$163,375	\$171,544	\$180,121	\$189,127	156
157	\$157,151	\$165,009	\$173,259	\$181,922	\$191,018	157
158	\$158,723	\$166,659	\$174,992	\$183,741	\$192,928	158
159	\$160,310	\$168,325	\$176,742	\$185,579	\$194,858	159
160	\$161,913	\$170,009	\$178,509	\$187,435	\$196,806	160
161	\$163,532	\$171,709	\$180,294	\$189,309	\$198,774	161
162	\$165,167	\$173,426	\$182,097	\$191,202	\$200,762	162
163	\$166,819	\$175,160	\$183,918	\$193,114	\$202,770	163
164	\$168,487	\$176,912	\$185,757	\$195,045	\$204,797	164
165	\$170,172	\$178,681	\$187,615	\$196,996	\$206,845	165
166	\$171,874	\$180,468	\$189,491	\$198,966	\$208,914	166
167	\$173,593	\$182,272	\$191,386	\$200,955	\$211,003	167
168	\$175,329	\$184,095	\$193,300	\$202,965	\$213,113	168
169	\$177,082	\$185,936	\$195,233	\$204,994	\$215,244	169
170	\$178,853	\$187,795	\$197,185	\$207,044	\$217,397	170
171	\$180,641	\$189,673	\$199,157	\$209,115	\$219,571	171
172	\$182,448	\$191,570	\$201,149	\$211,206	\$221,766	172
173	\$184,272	\$193,486	\$203,160	\$213,318	\$223,984	173
174	\$186,115	\$195,421	\$205,192	\$215,451	\$226,224	174
175	\$187,976	\$197,375	\$207,244	\$217,606	\$228,486	175
176	\$189,856	\$199,349	\$209,316	\$219,782	\$230,771	176
177	\$191,754	\$201,342	\$211,409	\$221,980	\$233,079	177
178	\$193,672	\$203,355	\$213,523	\$224,199	\$235,409	178
179	\$195,609	\$205,389	\$215,658	\$226,441	\$237,763	179
180	\$197,565	\$207,443	\$217,815	\$228,706	\$240,141	180
181	\$199,540	\$209,517	\$219,993	\$230,993	\$242,542	181
182	\$201,536	\$211,612	\$222,193	\$233,303	\$244,968	182
183	\$203,551	\$213,729	\$224,415	\$235,636	\$247,418	183
184	\$205,587	\$215,866	\$226,659	\$237,992	\$249,892	184

RESOLUTION NO. CC-2204-018

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING AN AMENDMENT TO THE
AMENDED AND RESTATED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE APRIL 18, 2022 UNTIL FURTHER
AMENDED, RESTATED AND/OR REPLACED**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around December 3, 2018, the City Council adopted Resolution No. CC-1812-050, the "Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," ("2018-19 CMT Resolution"), which included a salary schedule that was effective for the 2018-19 fiscal year; and

WHEREAS, the City Council now desires to amend the 2018-19 CMT Resolution to update and replace provisions in Article II, Section 02 as described below; and

WHEREAS, the City Council also desires to provide a one-time, lump sum, taxable, non-PERSable American Rescue Plan Act (ARPA) payment of \$2,000 to full-time employees hired before June 30, 2021, and still employed by the City at the time of such approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 2. Article II, Section 02, "Salary and Wage Schedule" of the 2018-19 CMT Resolution is hereby amended to add the following at the end of this section:

"Effective July 1, 2021:

Position	A	B	C	D	E
Assistant City Clerk	9,167	9,626	10,107	10,612	11,143
Assistant to the City Manager/HR Director	9,167	9,626	10,107	10,612	11,143
Director of Community Services	9,167	9,626	10,107	10,612	11,143

Director of Municipal Services	9,167	9,626	10,107	10,612	11,143
Director of Community Development	10,613	11,144	11,701	12,284	12,899
Director of Finance/City Treasurer	11,141	11,698	12,283	12,895	13,540
Director of Public Works/ City Engineer	10,613	11,144	11,701	12,284	12,899

Effective July 1, 2022:

Position	A	B	C	D	E
Assistant City Clerk	9,259	9,722	10,208	10,718	11,254
Assistant to the City Manager/HR Director	9,259	9,722	10,208	10,718	11,254
Director of Community Services	9,259	9,722	10,208	10,718	11,254
Director of Municipal Services	9,259	9,722	10,208	10,718	11,254
Director of Community Development	10,719	11,255	11,818	12,407	13,028
Director of Finance/City Treasurer	11,252	11,815	12,405	13,024	13,676
Director of Public Works/ City Engineer	10,719	11,255	11,818	12,407	13,028

SECTION 2. That the "Salary and Wage Schedule" set forth in the 2018-19 CMT Resolution shall be further amended to provide a one-time, lump sum, tax deductible, non-PERSable American Rescue Plan Act (ARPA) payment of \$2,000 to full-time employees hired before June 30, 2021, and still employed by the City at the time of such approval, and shall not be treated as off-salary schedule payment as defined under Section 571 of the California Code of Regulations.

SECTION 3. Except as described above, all other provisions of the 2018-19 CMT Resolution shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 18th day of April, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2204-018 at a regular meeting of said Council held on the 18th day of April, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Rhonda Hofmann Gorman, Mayor Pro Tem					
Sirley Cuevas					
Bernadette Suarez					
Pat Kearney					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-1903-010

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING AN AMENDMENT TO THE
AMENDED AND RESTATED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE MARCH 18, 2019 UNTIL FURTHER
AMENDED, RESTATED AND/OR REPLACED**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around December 3, 2018, the City Council adopted Resolution No. CC-1812-050, the "Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," ("2018-19 CMT Resolution"), which included a salary schedule that was effective for the 2018-19 fiscal year; and

WHEREAS, the City Council now desires to amend 2018-19 CMT Resolution to update and replace provisions in Article II, Section 02 as described below; and

WHEREAS, the City Council also desires to reinstate the salary range of the Director of Finance/City Treasurer position; adjust the salary ranges for certain affected positions subject to the 2018-19 CMT Resolution; and provide for certification pay for the position of Director of Public Works / City Engineer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the "Salary and Wage Schedule" set forth in the 2018-19 CMT Resolution for the position of Director of Finance/City Treasurer shall be reinstated to the amount set forth prior to January 1, 2019, effective March 18, 2019.

SECTION 2. Article II, Section 02, "Salary and Wage Schedule" of the 2018-19 CMT Resolution is hereby amended to add the following at the end of this section:

"Effective March 18, 2019:

Position	A	B	C	D	E
Assistant City Clerk	8,987	9,437	9,909	10,404	10,924
Assistant to the City Manager/HR Director	8,987	9,437	9,909	10,404	10,924
Director of Community Services	8,987	9,437	9,909	10,404	10,924
Director of Municipal Services	8,987	9,437	9,909	10,404	10,924
Director of Community Development	10,405	10,925	11,471	12,044	12,646
Director of Finance/City Treasurer	10,922	11,468	12,041	12,643	13,275
Director of Public Works/ City Engineer	10,405	10,925	11,471	12,044	12,646

The position of Director of Public Works / City Engineer shall be eligible to receive an additional 5% of the base salary for possession of a Professional Engineer (PE) or Land Surveyor certification in good standing in the State of California.”

SECTION 4. Except as described above, all other provisions of the 2018-19 CMT Resolution shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1903-010 at a regular meeting of said Council held on the 4th day of March, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

RESOLUTION NO. CC-1812-050

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING THE SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE DECEMBER 3, 2018**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, after discussions between the City Council, City Manager and affected central management employees regarding updating the pre-existing Schedule of Salaries and Benefits for Central Management Employees, the City Council now desires to adopt an updated resolution of salaries, compensation and benefits for certain central management employees, which supersedes any and all pre-existing salary and compensation resolutions for Central Management Employees, including, but not limited to Resolution Nos. CC-0711-076, CC-0807-040, CC-0809-058, CC-0906-039, CC-1007-038, CC-1106-049, CC-1110-074, CC-1207-052, CC-1409-048, and CC-1606-039.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the "City of Lawndale Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," a copy of which is attached hereto and incorporated herein, is approved.

PASSED, APPROVED AND ADOPTED this 3rd day of December, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1812-050 at a regular meeting of said Council held on the 3rd day of December, 2018, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Daniel Reid, Mayor Pro Tem					
James H. Osborne					
Pat Kearney					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

**CITY OF LAWNSDALE
SCHEDULE OF SALARY AND BENEFITS FOR
CENTRAL MANAGEMENT EMPLOYEES
EFFECTIVE DECEMBER 3, 2018**

ARTICLE I INTRODUCTION

Section 01. AFFECTED EMPLOYEES. This Schedule of Salary and Benefits for Central Management Employees (the "CME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Lawndale ("City"), hereinafter referred to as the "Affected Employee(s)":

- Assistant City Clerk
- Assistant to the City Manager/HR Director
- Director of Community Services
- Director of Municipal Services
- Director of Community Development
- Director of Finance/City Treasurer
- Director of Public Works/ City Engineer

ARTICLE II SALARY

Section 01. BASIC COMPENSATION PLAN. There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. SALARY AND WAGE SCHEDULE. The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary tables shall be effective as indicated below:

Effective December 3, 2018:

Position	A	B	C	D	E
Assistant City Clerk	8,559	8,987	9,437	9,909	10,404
Assistant to the City Manager/HR Director	8,559	8,987	9,437	9,909	10,404
Director of Community Services	8,559	8,987	9,437	9,909	10,404
Director of Municipal Services	8,559	8,987	9,437	9,909	10,404
Director of Community Development	9,909	10,405	10,925	11,471	12,044
Director of Finance/City Treasurer	10,922	11,468	12,041	12,643	13,275
Director of Public Works/ City Engineer	9,909	10,405	10,925	11,471	12,044

Effective January 1, 2019:

Position	A	B	C	D	E
Assistant City Clerk	8,559	8,987	9,437	9,909	10,404
Assistant to the City Manager/HR Director	8,559	8,987	9,437	9,909	10,404
Director of Community Services	8,559	8,987	9,437	9,909	10,404
Director of Municipal Services	8,559	8,987	9,437	9,909	10,404
Director of Community Development	9,909	10,405	10,925	11,471	12,044
Director of Finance/City Treasurer	9,909	10,405	10,925	11,471	12,044
Director of Public Works/ City Engineer	9,909	10,405	10,925	11,471	12,044

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this CME Compensation Schedule or for any other required or necessary hourly rate determination, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

Effective July 6, 2010, the salary of incumbent Director of Finance/City Treasurer, Ken Louie, was established at \$138,776 annually (\$11,565 / mo.), a 7% salary increase pursuant to Resolution No. CC-1007-038. With the 4% salary increase due to offsetting cost related to employee CalPERS member contributions pursuant to Resolution No. CC-1110-074 and a 1% salary increase, Ken Louie's salary was \$144,327 annually (\$12,027 / mo.). Effective July 1, 2013, Ken Louie received a 3% salary increase, bringing his salary to \$148,656 annually (\$12,388 / mo.). Ken Louie shall be entitled to those salary increases provided to other employees covered by this CME Compensation Schedule, i.e. a 1% salary increase to be effective January 1, 2015 (salary of \$12,513 / mo.), a 3% salary increase effective July 1, 2015 (salary of \$12,888 / mo.), and a 3% salary increase effective July 1, 2016 (salary of \$13,275 / mo.). These salaries are outside the established range for the Director of Finance/City Treasurer, and have been approved by the City Council for Ken Louie only. Future hires will revert back to the range listed in the table above (effective January 1, 2019).

Section 03. **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. **WORK SCHEDULES.** For the Affected Employees, the workweek shall be that specified in Rule 6.05 of the City's Personnel Rules and Regulations. The City is currently operating under a 4/10 work schedule. Said 4/10 schedule shall consist of ten (10) hours per day, four (4) days per week, Monday through Thursday. The established work hours for all Affected Employees are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Section 05. **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **SERVICE.** The word "service," as used in this CME Compensation Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification,

service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to terminate and eliminate the accumulated length of service time of such employee for the purpose of compensation eligibility and leave accrual under this CME Compensation Schedule. Such employee reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary range in the appropriate position as the employee was at the time of the termination of employment, at the discretion of the City Manager.

Section 07. **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 08. **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article IV, Sections 1 and 2.

ARTICLE III **OTHER COMPENSATION**

Section 01. **LONGEVITY PAY.** All Affected Employees who have completed five (5) full years of service with the City shall receive a longevity bonus in the form of an annual lump sum payment of one hundred and fifty dollars (\$150). Those who have completed ten (10) full years of service shall receive an annual lump sum payment of four hundred dollars (\$400). Said payments shall be paid on the first payroll following the Affected Employee's anniversary date of hire.

Section 02. **CAREER DEVELOPMENT PROGRAM.** Affected Employees receiving prior written approval from the City Manager shall be eligible to receive tuition reimbursement pursuant to this CME Compensation Schedule for course work leading to or as a prerequisite for a degree or certification which is directly related to the Affected Employee's position and duties with the City.

The City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, books and parking costs, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.

- B. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- C. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- D. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- E. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 03. **LIMITATIONS ON TUITION REIMBURSEMENT.** No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars (\$900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars (\$1,800).

ARTICLE IV **TERMINATION**

Section 01. **SEVERANCE BENEFITS.** In the event an Affected Employee is terminated for any reason other than for cause, and if the Affected Employee does not challenge such termination, including but not limited by means of a civil or administrative claim, then the City shall pay the Affected Employee severance in amount equivalent to the employee's monthly base salary then in effect multiplied by three (3) months ("severance benefit"), less applicable deductions and excluding the value of deferred compensation and the value any other benefits. Prior to such termination, in order to be eligible for severance as provided in this Article, an Affected Employee must have worked for the City a minimum of six (6) months. Any and all severance benefits are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney.

Section 02. **SOLE AND ENTIRE BENEFITS.** The foregoing Article IV, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

Section 03. **TERMINATION FOR CAUSE.** In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit as provided for in Article IV, Section 1. Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

For the purposes of this Resolution, “cause” for termination shall include, but not be limited to, the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of state law or the City’s Municipal Code, ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (11) significant mismanagement of City finances, (12) any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

ARTICLE V **STAFF DEVELOPMENT**

Section 01. **TRAINING AND DEVELOPMENT.** Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive two hundred twenty-five dollars (\$225) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business. However, if an Affected Employee uses his/her personal automobile in the course of special meetings and conferences, and travels over one hundred (100) miles in any one trip, that employee shall be reimbursed for mileage exceeding one hundred (100) miles at the then-current rate as established by the Internal Revenue Service.

Section 03. **REGISTRATION AND LODGING.** The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

Section 04. **MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed per diem amounts pursuant to the City's Travel Policy No. 42-97. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

Section 05. **REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

ARTICLE VI **VACATION LEAVE**

Section 01. **VACATION ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the following formula:

- A. 6.7 hours for each month through the first (1st) year of employment (80.4 hours annually).
- B. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment (120.0 hours annually).
- C. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment (159.60 hours annually).
- D. 15.0 hours for each month beginning with the tenth (10th) and subsequent years of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by an Affected Employee only at the end of the month in which the employee was in the service of the City. If an Affected Employee's first day of employment occurs prior to the sixteenth (16th) of any calendar month, then vacation leave shall be accrued for that month. If an Affected Employee's first day of employment occurs on or after the sixteenth (16th) of the month, then vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month, then no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month, then the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month, then the higher rate shall begin with the first (1st) day of the following month.

Section 02. **MAXIMUM VACATION ACCRUAL.** An Affected Employee may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. When an Affected Employee has reached this maximum accrual, then the employee shall cease to accrue vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 03. **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

No Affected Employee shall be eligible to utilize accrued vacation leave during the first six (6) months of initial full-time service with the City.

Section 04. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. No payment upon separation shall be made for such leave unless it is deemed accrued in accordance with this Article VI, Section 01. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VII **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

Section 02. **HOLIDAY ON AUTHORIZED LEAVE DAY.** Should one of the regularly scheduled holidays fall during an Affected Employee's vacation period, or while such employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accrued vacation or other authorized leave time.

In order to be eligible to receive holiday pay, an Affected Employee must have worked, or be deemed to have worked as provided above, such employee's regular scheduled day both before and after the holiday.

Section 03. **FLOATING HOLIDAY LEAVE.**

- A. Amount of Leave Provided. The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off. If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater. Use of Holiday Leave Time in the form of Floaters is subject to the approval of the City Manager and to be coordinated within each department to ensure adequate staffing at all times.
- B. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.
- C. Use. When an Affected Employee is absent from work for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Floating Holiday Leave, Executive Leave, or Vacation to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Floating Holiday Leave is subject to City Manager approval prior to use. Requests for use of Floating Holiday Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Floating Holiday Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are currently 7 a.m. through 6:00 p.m., Monday through Thursday.
- D. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused Floating Holiday and Executive leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VIII OTHER LEAVES

Section 01. **FAMILY LEAVE OF ABSENCE.** The City will grant Affected Employees leave in accordance with the provisions of the Family and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), as applicable.

Section 02. **MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. Any Affected Employee entitled to military leave shall provide the City Manager an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, said employee shall notify the City Manager of such leave at least ten (10) working days in advance of the beginning of such leave.

Any Affected Employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall contribute to such employee's health, dental, and vision insurance plans, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 03. **JURY DUTY.** Any Affected Employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Such employee shall notify the City Manager of the dates of the jury duty upon receipt of the court notice regarding the same. Such employee shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled workday. Such employee shall be required to remit to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Any days served on jury duty which are on an employee's scheduled day or time off from work shall be the employee's civic duty and not subject to any additional compensation by the City.

Section 04. **WITNESS IN COURT.** Any Affected Employee subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal on a matter directly related to the employee's officially assigned duties with the City shall be granted leave with pay during the time such employee is appearing as a witness. The employee shall notify the City Manager of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

This provision does not apply to circumstances where the employee is a criminal defendant in a court case.

Section 05. **BEREAVEMENT LEAVE.** On the death of an Affected Employee's spouse, domestic partner as defined by California law, natural or adopted child, stepchild, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, the employee shall be granted bereavement leave for a period not to exceed forty (40) hours.

Section 06. **EXECUTIVE LEAVE.**

- A. Amount Provided. An Affected Employee shall be credited a total of (eighty nine (89) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Affected Employees shall accrue Executive Leave time on a pro-rata basis per month equal to 7.416 hours per month commencing the first day of the month.
- B. Purpose. Executive Leave, which was formerly referred to as “Administrative Leave,” provides Affected Employees a benefit of additional paid leave time in recognition of evening meetings and hours worked beyond the City’s normal work schedule by Affected Employees, who are exempt employees. (Executive Leave is not provided to any other employee groups or to non-exempt employees.) The City Council authorized and implemented this benefit for use by Affected Employees in lieu of crediting work for a portion of a day as a full work day (also known as “flex time”), as this practice would be disruptive to the efficiency and effectiveness of the workplace. As such, there is no “flex time” provided. In contrast, Executive Leave is to be used by Affected Employees when taking time off for a full work day or any portion of a work day, including arriving to work late or leaving work early for personal reasons.
- C. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.
- D. Use. When an Affected Employee is absent from work for any reason for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Executive Leave, to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Executive Leave is subject to City Manager approval prior to use. Requests for use of Executive Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Executive Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be 7 a.m. through 6:00 p.m., Monday through Thursday.
- E. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE IX SICK LEAVE

Section 01. **SICK LEAVE ELIGIBILITY.** An Affected Employee shall be eligible to accrue sick leave with pay as provided for in this CME Compensation Schedule. Sick leave shall be utilized solely during periods of illness of such employee, to allow such employee to accompany such employee's spouse, domestic partner as defined by California law, natural or adopted child, brother, sister, parent, stepparent, stepbrother or stepsister to medical or hospital appointments or emergencies.

The City Manager, in his/her discretion, may permit an Affected Employee to utilize sick leave for other medically related issues of the Affected Employee or of a family member not listed above.

Nothing in this Section shall prohibit an Affected Employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 02. **SICK LEAVE ACCRUAL.** Affected Employees shall accrue ten (10) hours of sick leave on the first day of each month.

Newly hired Affected Employees shall be deemed to have accrued forty-eight (48) hours of sick leave time on the date of initial hire as an advance against subsequent accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of continuous employment.

An Affected Employee may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. When an Affected Employee has reached this maximum accrual, the employee shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

Section 03. **REPORTING OF SICK LEAVE.** An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day the employee returns to work indicating the date, times and nature of illness.

All reported sick leave shall be accounted for on a minute for minute basis, relative to the employees' work schedule.

The City Manager, in his/her sole discretion, may require an Affected Employee to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 04. **SICK LEAVE UPON SEPARATION.** An Affected Employee who has been employed by the City for at least five (5) full years of continuous employment shall be entitled to convert one-half (1/2) of any accrued and unused sick leave time to vacation leave at an hour for hour exchange up to the maximum amount of total vacation accrual permitted. The Affected Employees employed by

the City for less than five (5) full years of continuous employment shall have no right to convert accrued and unused sick leave.

Section 05. **CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.** Upon voluntary retirement and after a minimum of ten (10) years' service, an Affected Employee may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining.

ARTICLE X **HEALTH BENEFITS**

Section 01. **MEDICAL BENEFITS.** Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

Section 02. **FLEXIBLE BENEFITS PLAN.** The City shall also provide a flexible benefit plan as follows:

- A. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this resolution, whichever is later, who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. Employees hired after the City Council approval and adoption of this resolution, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.

- B. The flexible benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations will be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Affected Employees may allocate any remaining amount of flexible benefit among the following City sponsored programs:
 - 1. Dependent insurance
 - 2. Additional life insurance
 - 3. Section 125 Program - Flexible Spending Account

- C. The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:
 - 1. The City shall contribute the full amount of the premium for employee for a \$100,000 term life insurance.
 - 2. The City shall contribute the full amount of the premium for employee for long-term disability insurance.
 - 3. The City shall contribute the full amount of the premium for employee for an employee assistance program.

Section 03. **SECTION 125 PROGRAM.** The City currently provides a Section 125 Program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs as may attend participation will be paid by the Affected Employee.

Section 04. **RETIREE PARTICIPATION.** Retirees who have retired under a CalPERS retirement program after a minimum of five (5) years of continuous full-time employment with the City, shall be eligible to participate in the CalPERS medical program. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Effective on the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees hired after that date, and who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Section 05. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE XI **RETIREMENT PROGRAM**

Section 01. **CALPERS MEMBERSHIP.** The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service

- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

Section 02. **PARS MEMBERSHIP.** Pursuant to Government Code Section 53216, *et seq.*, the City has agreed to participate in the Public Agency Retirement Services Trust Program ("PARS"), effective July 1, 2007, with respect to the Affected Employees. Accordingly, the City shall pay, on behalf of each eligible Affected Employee, an amount necessary to fund the employee's share of the required contribution for a retirement enhancement plan and shall enter into a contract with PARS to provide a 1% at 55 retirement enhancement. The guidelines for participation, amounts funded, and other participation related policies shall be incorporated into an agreement between the City and PARS. To participate in the City's PARS program, an Affected Employee must have been employed for no less than two years as a central management employee, upon which enrollment would be retroactive to the Affected Employee's hire date as a central management employee, provided such plan is allowable by PARS. This plan is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the foregoing section.

To comply with the provisions of PEPRA, PARS shall not be available to any Affected Employee hired on or after January 1, 2013.

Section 03. **DEFERRED COMPENSATION AVAILABLE.** The City shall make available to all Affected Employees a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the employee or for use of an Affected Employee as provided in Article X herein.

The City's deferred compensation match program shall be as follows: an Affected Employee contribution of up to \$7,750 shall be matched with up to \$7,750 by the City, such that the City matches one dollar for every dollar contributed by an Affected Employee up to \$7,750.

ARTICLE XII **EFFECTIVE DATE**

Section 01. **EFFECTIVE DATE AND AMENDMENTS.** Unless otherwise noted in the provisions above, this CMT Compensation Schedule shall be effective as of December 3, 2018 and may be amended or modified and provisions hereof may be superseded, and the City Council retains the right to change the benefits contained herein, including accrual rates, by resolution of the City Council, except as expressly provided in this Section. Any vested leave accrued by an Affected Employee shall remain vested to the employee and shall not be changed or altered by the City.

RESOLUTION NO. CC-2204-018

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING AN AMENDMENT TO THE
AMENDED AND RESTATED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE APRIL 18, 2022 UNTIL FURTHER
AMENDED, RESTATED AND/OR REPLACED**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawnsdale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around December 3, 2018, the City Council adopted Resolution No. CC-1812-050, the "Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," ("2018-19 CMT Resolution"), which included a salary schedule that was effective for the 2018-19 fiscal year; and

WHEREAS, the City Council now desires to amend the 2018-19 CMT Resolution to update and replace provisions in Article II, Section 02 as described below; and

WHEREAS, the City Council also desires to provide a one-time, lump sum, taxable, non-PERsable American Rescue Plan Act (ARPA) payment of \$2,000 to full-time employees hired before June 30, 2021, and still employed by the City at the time of such approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 2. Article II, Section 02, "Salary and Wage Schedule" of the 2018-19 CMT Resolution is hereby amended to add the following at the end of this section:

"Effective July 1, 2021:

Position	A	B	C	D	E
Assistant City Clerk	9,167	9,626	10,107	10,612	11,143
Assistant to the City Manager/HR Director	9,167	9,626	10,107	10,612	11,143
Director of Community Services	9,167	9,626	10,107	10,612	11,143

Director of Municipal Services	9,167	9,626	10,107	10,612	11,143
Director of Community Development	10,613	11,144	11,701	12,284	12,899
Director of Finance/City Treasurer	11,141	11,698	12,283	12,895	13,540
Director of Public Works/ City Engineer	10,613	11,144	11,701	12,284	12,899

Effective July 1, 2022:

Position	A	B	C	D	E
Assistant City Clerk	9,259	9,722	10,208	10,718	11,254
Assistant to the City Manager/HR Director	9,259	9,722	10,208	10,718	11,254
Director of Community Services	9,259	9,722	10,208	10,718	11,254
Director of Municipal Services	9,259	9,722	10,208	10,718	11,254
Director of Community Development	10,719	11,255	11,818	12,407	13,028
Director of Finance/City Treasurer	11,252	11,815	12,405	13,024	13,676
Director of Public Works/ City Engineer	10,719	11,255	11,818	12,407	13,028

SECTION 2. That the "Salary and Wage Schedule" set forth in the 2018-19 CMT Resolution shall be further amended to provide a one-time, lump sum, tax deductible, non-PERSable American Rescue Plan Act (ARPA) payment of \$2,000 to full-time employees hired before June 30, 2021, and still employed by the City at the time of such approval, and shall not be treated as off-salary schedule payment as defined under Section 571 of the California Code of Regulations.

SECTION 3. Except as described above, all other provisions of the 2018-19 CMT Resolution shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 18th day of April, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2204-018 at a regular meeting of said Council held on the 18th day of April, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman, Mayor Pro Tem	X				
Sirley Cuevas	X				
Bernadette Suarez	X				
Pat Kearney	X				

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-1903-010

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING AN AMENDMENT TO THE
AMENDED AND RESTATED SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE MARCH 18, 2019 UNTIL FURTHER
AMENDED, RESTATED AND/OR REPLACED**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawnsdale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, on or around December 3, 2018, the City Council adopted Resolution No. CC-1812-050, the "Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," ("2018-19 CMT Resolution"), which included a salary schedule that was effective for the 2018-19 fiscal year; and

WHEREAS, the City Council now desires to amend 2018-19 CMT Resolution to update and replace provisions in Article II, Section 02 as described below; and

WHEREAS, the City Council also desires to reinstate the salary range of the Director of Finance/City Treasurer position; adjust the salary ranges for certain affected positions subject to the 2018-19 CMT Resolution; and provide for certification pay for the position of Director of Public Works / City Engineer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the "Salary and Wage Schedule" set forth in the 2018-19 CMT Resolution for the position of Director of Finance/City Treasurer shall be reinstated to the amount set forth prior to January 1, 2019, effective March 18, 2019.

SECTION 2. Article II, Section 02, "Salary and Wage Schedule" of the 2018-19 CMT Resolution is hereby amended to add the following at the end of this section:

"Effective March 18, 2019:

Position	A	B	C	D	E
Assistant City Clerk	8,987	9,437	9,909	10,404	10,924
Assistant to the City Manager/HR Director	8,987	9,437	9,909	10,404	10,924
Director of Community Services	8,987	9,437	9,909	10,404	10,924
Director of Municipal Services	8,987	9,437	9,909	10,404	10,924
Director of Community Development	10,405	10,925	11,471	12,044	12,646
Director of Finance/City Treasurer	10,922	11,468	12,041	12,643	13,275
Director of Public Works/ City Engineer	10,405	10,925	11,471	12,044	12,646

The position of Director of Public Works / City Engineer shall be eligible to receive an additional 5% of the base salary for possession of a Professional Engineer (PE) or Land Surveyor certification in good standing in the State of California.”

SECTION 4. Except as described above, all other provisions of the 2018-19 CMT Resolution shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1903-010 at a regular meeting of said Council held on the 4th day of March, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

RESOLUTION NO. CC-1812-050

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING THE SCHEDULE OF SALARIES AND
BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT
EMPLOYEES EFFECTIVE DECEMBER 3, 2018**

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, after discussions between the City Council, City Manager and affected central management employees regarding updating the pre-existing Schedule of Salaries and Benefits for Central Management Employees, the City Council now desires to adopt an updated resolution of salaries, compensation and benefits for certain central management employees, which supersedes any and all pre-existing salary and compensation resolutions for Central Management Employees, including, but not limited to Resolution Nos. CC-0711-076, CC-0807-040, CC-0809-058, CC-0906-039, CC-1007-038, CC-1106-049, CC-1110-074, CC-1207-052, CC-1409-048, and CC-1606-039.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the "City of Lawndale Schedule of Salaries and Benefits for Central Management Employees Effective December 3, 2018," a copy of which is attached hereto and incorporated herein, is approved.

PASSED, APPROVED AND ADOPTED this 3rd day of December, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1812-050 at a regular meeting of said Council held on the 3rd day of December, 2018, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Daniel Reid, Mayor Pro Tem					
James H. Osborne					
Pat Kearney					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

CITY OF LAWNSDALE
SCHEDULE OF SALARY AND BENEFITS FOR
CENTRAL MANAGEMENT EMPLOYEES
EFFECTIVE DECEMBER 3, 2018

ARTICLE I **INTRODUCTION**

Section 01. **AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Central Management Employees (the "CME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Lawndale ("City"), hereinafter referred to as the "Affected Employee(s)":

- Assistant City Clerk
- Assistant to the City Manager/HR Director
- Director of Community Services
- Director of Municipal Services
- Director of Community Development
- Director of Finance/City Treasurer
- Director of Public Works/ City Engineer

ARTICLE II **SALARY**

Section 01. **BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. **SALARY AND WAGE SCHEDULE.** The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary tables shall be effective as indicated below:

Effective December 3, 2018:

Position	A	B	C	D	E
Assistant City Clerk	8,559	8,987	9,437	9,909	10,404
Assistant to the City Manager/HR Director	8,559	8,987	9,437	9,909	10,404
Director of Community Services	8,559	8,987	9,437	9,909	10,404
Director of Municipal Services	8,559	8,987	9,437	9,909	10,404
Director of Community Development	9,909	10,405	10,925	11,471	12,044
Director of Finance/City Treasurer	10,922	11,468	12,041	12,643	13,275
Director of Public Works/ City Engineer	9,909	10,405	10,925	11,471	12,044

Effective January 1, 2019:

Position	A	B	C	D	E
Assistant City Clerk	8,559	8,987	9,437	9,909	10,404
Assistant to the City Manager/HR Director	8,559	8,987	9,437	9,909	10,404
Director of Community Services	8,559	8,987	9,437	9,909	10,404
Director of Municipal Services	8,559	8,987	9,437	9,909	10,404
Director of Community Development	9,909	10,405	10,925	11,471	12,044
Director of Finance/City Treasurer	9,909	10,405	10,925	11,471	12,044
Director of Public Works/ City Engineer	9,909	10,405	10,925	11,471	12,044

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this CME Compensation Schedule or for any other required or necessary hourly rate determination, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

Effective July 6, 2010, the salary of incumbent Director of Finance/City Treasurer, Ken Louie, was established at \$138,776 annually (\$11,565 / mo.), a 7% salary increase pursuant to Resolution No. CC-1007-038. With the 4% salary increase due to offsetting cost related to employee CalPERS member contributions pursuant to Resolution No. CC-1110-074 and a 1% salary increase, Ken Louie's salary was \$144,327 annually (\$12,027 / mo.). Effective July 1, 2013, Ken Louie received a 3% salary increase, bringing his salary to \$148,656 annually (\$12,388 / mo.). Ken Louie shall be entitled to those salary increases provided to other employees covered by this CME Compensation Schedule, i.e. a 1% salary increase to be effective January 1, 2015 (salary of \$12,513 / mo.), a 3% salary increase effective July 1, 2015 (salary of \$12,888 / mo.), and a 3% salary increase effective July 1, 2016 (salary of \$13,275 / mo.). These salaries are outside the established range for the Director of Finance/City Treasurer, and have been approved by the City Council for Ken Louie only. Future hires will revert back to the range listed in the table above (effective January 1, 2019).

Section 03. **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. **WORK SCHEDULES.** For the Affected Employees, the workweek shall be that specified in Rule 6.05 of the City's Personnel Rules and Regulations. The City is currently operating under a 4/10 work schedule. Said 4/10 schedule shall consist of ten (10) hours per day, four (4) days per week, Monday through Thursday. The established work hours for all Affected Employees are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Section 05. **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **SERVICE.** The word "service," as used in this CME Compensation Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification,

service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to terminate and eliminate the accumulated length of service time of such employee for the purpose of compensation eligibility and leave accrual under this CME Compensation Schedule. Such employee reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary range in the appropriate position as the employee was at the time of the termination of employment, at the discretion of the City Manager.

Section 07. **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 08. **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article IV, Sections 1 and 2.

ARTICLE III **OTHER COMPENSATION**

Section 01. **LONGEVITY PAY.** All Affected Employees who have completed five (5) full years of service with the City shall receive a longevity bonus in the form of an annual lump sum payment of one hundred and fifty dollars (\$150). Those who have completed ten (10) full years of service shall receive an annual lump sum payment of four hundred dollars (\$400). Said payments shall be paid on the first payroll following the Affected Employee's anniversary date of hire.

Section 02. **CAREER DEVELOPMENT PROGRAM.** Affected Employees receiving prior written approval from the City Manager shall be eligible to receive tuition reimbursement pursuant to this CME Compensation Schedule for course work leading to or as a prerequisite for a degree or certification which is directly related to the Affected Employee's position and duties with the City.

The City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, books and parking costs, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.

- B. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- C. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- D. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- E. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 03. **LIMITATIONS ON TUITION REIMBURSEMENT.** No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars (\$900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars (\$1,800).

ARTICLE IV **TERMINATION**

Section 01. **SEVERANCE BENEFITS.** In the event an Affected Employee is terminated for any reason other than for cause, and if the Affected Employee does not challenge such termination, including but not limited by means of a civil or administrative claim, then the City shall pay the Affected Employee severance in amount equivalent to the employee's monthly base salary then in effect multiplied by three (3) months ("severance benefit"), less applicable deductions and excluding the value of deferred compensation and the value any other benefits. Prior to such termination, in order to be eligible for severance as provided in this Article, an Affected Employee must have worked for the City a minimum of six (6) months. Any and all severance benefits are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney.

Section 02. **SOLE AND ENTIRE BENEFITS.** The foregoing Article IV, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

Section 03. **TERMINATION FOR CAUSE.** In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit as provided for in Article IV, Section 1. Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

For the purposes of this Resolution, “cause” for termination shall include, but not be limited to, the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of state law or the City’s Municipal Code, ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (11) significant mismanagement of City finances, (12) any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

ARTICLE V **STAFF DEVELOPMENT**

Section 01. **TRAINING AND DEVELOPMENT.** Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive two hundred twenty-five dollars (\$225) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business. However, if an Affected Employee uses his/her personal automobile in the course of special meetings and conferences, and travels over one hundred (100) miles in any one trip, that employee shall be reimbursed for mileage exceeding one hundred (100) miles at the then-current rate as established by the Internal Revenue Service.

Section 03. **REGISTRATION AND LODGING.** The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

Section 04. **MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed per diem amounts pursuant to the City's Travel Policy No. 42-97. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

Section 05. **REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

ARTICLE VI **VACATION LEAVE**

Section 01. **VACATION ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the following formula:

- A. 6.7 hours for each month through the first (1st) year of employment (80.4 hours annually).
- B. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment (120.0 hours annually).
- C. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment (159.60 hours annually).
- D. 15.0 hours for each month beginning with the tenth (10th) and subsequent years of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by an Affected Employee only at the end of the month in which the employee was in the service of the City. If an Affected Employee's first day of employment occurs prior to the sixteenth (16th) of any calendar month, then vacation leave shall be accrued for that month. If an Affected Employee's first day of employment occurs on or after the sixteenth (16th) of the month, then vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month, then no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month, then the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month, then the higher rate shall begin with the first (1st) day of the following month.

Section 02. **MAXIMUM VACATION ACCRUAL.** An Affected Employee may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. When an Affected Employee has reached this maximum accrual, then the employee shall cease to accrue vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 03. **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

No Affected Employee shall be eligible to utilize accrued vacation leave during the first six (6) months of initial full-time service with the City.

Section 04. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. No payment upon separation shall be made for such leave unless it is deemed accrued in accordance with this Article VI, Section 01. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VII **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

Section 02. **HOLIDAY ON AUTHORIZED LEAVE DAY.** Should one of the regularly scheduled holidays fall during an Affected Employee's vacation period, or while such employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accrued vacation or other authorized leave time.

In order to be eligible to receive holiday pay, an Affected Employee must have worked, or be deemed to have worked as provided above, such employee's regular scheduled day both before and after the holiday.

Section 03. **FLOATING HOLIDAY LEAVE.**

- A. Amount of Leave Provided. The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off. If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater. Use of Holiday Leave Time in the form of Floaters is subject to the approval of the City Manager and to be coordinated within each department to ensure adequate staffing at all times.
- B. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.
- C. Use. When an Affected Employee is absent from work for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Floating Holiday Leave, Executive Leave, or Vacation to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Floating Holiday Leave is subject to City Manager approval prior to use. Requests for use of Floating Holiday Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Floating Holiday Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are currently 7 a.m. through 6:00 p.m., Monday through Thursday.
- D. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused Floating Holiday and Executive leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VIII OTHER LEAVES

Section 01. **FAMILY LEAVE OF ABSENCE.** The City will grant Affected Employees leave in accordance with the provisions of the Family and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), as applicable.

Section 02. **MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. Any Affected Employee entitled to military leave shall provide the City Manager an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, said employee shall notify the City Manager of such leave at least ten (10) working days in advance of the beginning of such leave.

Any Affected Employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall contribute to such employee's health, dental, and vision insurance plans, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 03. **JURY DUTY.** Any Affected Employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Such employee shall notify the City Manager of the dates of the jury duty upon receipt of the court notice regarding the same. Such employee shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled workday. Such employee shall be required to remit to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Any days served on jury duty which are on an employee's scheduled day or time off from work shall be the employee's civic duty and not subject to any additional compensation by the City.

Section 04. **WITNESS IN COURT.** Any Affected Employee subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal on a matter directly related to the employee's officially assigned duties with the City shall be granted leave with pay during the time such employee is appearing as a witness. The employee shall notify the City Manager of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

This provision does not apply to circumstances where the employee is a criminal defendant in a court case.

Section 05. **BEREAVEMENT LEAVE.** On the death of an Affected Employee's spouse, domestic partner as defined by California law, natural or adopted child, stepchild, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, the employee shall be granted bereavement leave for a period not to exceed forty (40) hours.

Section 06. **EXECUTIVE LEAVE.**

- A. Amount Provided. An Affected Employee shall be credited a total of (eighty nine (89) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Affected Employees shall accrue Executive Leave time on a pro-rata basis per month equal to 7.416 hours per month commencing the first day of the month.
- B. Purpose. Executive Leave, which was formerly referred to as “Administrative Leave,” provides Affected Employees a benefit of additional paid leave time in recognition of evening meetings and hours worked beyond the City’s normal work schedule by Affected Employees, who are exempt employees. (Executive Leave is not provided to any other employee groups or to non-exempt employees.) The City Council authorized and implemented this benefit for use by Affected Employees in lieu of crediting work for a portion of a day as a full work day (also known as “flex time”), as this practice would be disruptive to the efficiency and effectiveness of the workplace. As such, there is no “flex time” provided. In contrast, Executive Leave is to be used by Affected Employees when taking time off for a full work day or any portion of a work day, including arriving to work late or leaving work early for personal reasons.
- C. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.
- D. Use. When an Affected Employee is absent from work for any reason for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Executive Leave, to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Executive Leave is subject to City Manager approval prior to use. Requests for use of Executive Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Executive Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be 7 a.m. through 6:00 p.m., Monday through Thursday.
- E. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE IX SICK LEAVE

Section 01. **SICK LEAVE ELIGIBILITY.** An Affected Employee shall be eligible to accrue sick leave with pay as provided for in this CME Compensation Schedule. Sick leave shall be utilized solely during periods of illness of such employee, to allow such employee to accompany such employee's spouse, domestic partner as defined by California law, natural or adopted child, brother, sister, parent, stepparent, stepbrother or stepsister to medical or hospital appointments or emergencies.

The City Manager, in his/her discretion, may permit an Affected Employee to utilize sick leave for other medically related issues of the Affected Employee or of a family member not listed above.

Nothing in this Section shall prohibit an Affected Employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 02. **SICK LEAVE ACCRUAL.** Affected Employees shall accrue ten (10) hours of sick leave on the first day of each month.

Newly hired Affected Employees shall be deemed to have accrued forty-eight (48) hours of sick leave time on the date of initial hire as an advance against subsequent accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of continuous employment.

An Affected Employee may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. When an Affected Employee has reached this maximum accrual, the employee shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

Section 03. **REPORTING OF SICK LEAVE.** An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day the employee returns to work indicating the date, times and nature of illness.

All reported sick leave shall be accounted for on a minute for minute basis, relative to the employees' work schedule.

The City Manager, in his/her sole discretion, may require an Affected Employee to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 04. **SICK LEAVE UPON SEPARATION.** An Affected Employee who has been employed by the City for at least five (5) full years of continuous employment shall be entitled to convert one-half (1/2) of any accrued and unused sick leave time to vacation leave at an hour for hour exchange up to the maximum amount of total vacation accrual permitted. The Affected Employees employed by

the City for less than five (5) full years of continuous employment shall have no right to convert accrued and unused sick leave.

Section 05. **CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.** Upon voluntary retirement and after a minimum of ten (10) years' service, an Affected Employee may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining.

ARTICLE X **HEALTH BENEFITS**

Section 01. **MEDICAL BENEFITS.** Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

Section 02. **FLEXIBLE BENEFITS PLAN.** The City shall also provide a flexible benefit plan as follows:

- A. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this resolution, whichever is later, who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. Employees hired after the City Council approval and adoption of this resolution, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.

- B. The flexible benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations will be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Affected Employees may allocate any remaining amount of flexible benefit among the following City sponsored programs:
 - 1. Dependent insurance
 - 2. Additional life insurance
 - 3. Section 125 Program - Flexible Spending Account

- C. The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:
 - 1. The City shall contribute the full amount of the premium for employee for a \$100,000 term life insurance.
 - 2. The City shall contribute the full amount of the premium for employee for long-term disability insurance.
 - 3. The City shall contribute the full amount of the premium for employee for an employee assistance program.

Section 03. **SECTION 125 PROGRAM.** The City currently provides a Section 125 Program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs as may attend participation will be paid by the Affected Employee.

Section 04. **RETIREE PARTICIPATION.** Retirees who have retired under a CalPERS retirement program after a minimum of five (5) years of continuous full-time employment with the City, shall be eligible to participate in the CalPERS medical program. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Effective on the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees hired after that date, and who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Section 05. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE XI **RETIREMENT PROGRAM**

Section 01. **CALPERS MEMBERSHIP.** The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service

- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

Section 02. **PARS MEMBERSHIP.** Pursuant to Government Code Section 53216, *et seq.*, the City has agreed to participate in the Public Agency Retirement Services Trust Program ("PARS"), effective July 1, 2007, with respect to the Affected Employees. Accordingly, the City shall pay, on behalf of each eligible Affected Employee, an amount necessary to fund the employee's share of the required contribution for a retirement enhancement plan and shall enter into a contract with PARS to provide a 1% at 55 retirement enhancement. The guidelines for participation, amounts funded, and other participation related policies shall be incorporated into an agreement between the City and PARS. To participate in the City's PARS program, an Affected Employee must have been employed for no less than two years as a central management employee, upon which enrollment would be retroactive to the Affected Employee's hire date as a central management employee, provided such plan is allowable by PARS. This plan is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the foregoing section.

To comply with the provisions of PEPRA, PARS shall not be available to any Affected Employee hired on or after January 1, 2013.

Section 03. **DEFERRED COMPENSATION AVAILABLE.** The City shall make available to all Affected Employees a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the employee or for use of an Affected Employee as provided in Article X herein.

The City's deferred compensation match program shall be as follows: an Affected Employee contribution of up to \$7,750 shall be matched with up to \$7,750 by the City, such that the City matches one dollar for every dollar contributed by an Affected Employee up to \$7,750.

ARTICLE XII **EFFECTIVE DATE**

Section 01. **EFFECTIVE DATE AND AMENDMENTS.** Unless otherwise noted in the provisions above, this CMT Compensation Schedule shall be effective as of December 3, 2018 and may be amended or modified and provisions hereof may be superseded, and the City Council retains the right to change the benefits contained herein, including accrual rates, by resolution of the City Council, except as expressly provided in this Section. Any vested leave accrued by an Affected Employee shall remain vested to the employee and shall not be changed or altered by the City.