





## City of Sierra Madre Agenda Report

*John Capoccia, Mayor*  
*Gene Goss, Mayor Pro Tem*  
*Rachelle Arizmendi, Council Member*  
*Denise Delmar, Council Member*  
*John Harabedian, Council Member*

*Nancy Shollenberger, City Clerk*  
*Richard Mays, City Treasurer*

TO: Honorable Mayor Capoccia and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Elisa C. Cox, Assistant City Manager 

REVIEWED BY: Larry Giannone, Public Safety Director

DATE: November 24, 2015

SUBJECT: **Resolution 15-68 Amending the City of Sierra Madre Classification Plan and Salary Matrix to add a Police Recruit to the Non-Sworn Public Safety Classification and Approving the Employment Agreement for the Police Recruit**

---

### SUMMARY

The City of Sierra Madre is continually looking to hire and retain quality employees in all departments, but most often in its public safety departments. Staff developed a Police Recruit Program to engage and hire potential Police Officers out of a police academy. Essentially, the City will pay an individual to go through a police academy in return for that individual's commitment to work for the City for a minimum of four years from that individual's graduation from a police academy.

### ANALYSIS

The Police Recruit Program will be used when the City has two or more vacancies in the Department or when the Department has one vacancy that that not been filled after a full recruitment has been conducted. The Department will be limited to having one Police Recruit per fiscal year, unless otherwise authorized by the City Council.

Through this program the City will recruit for either people interested in attending a police academy, or directly from a basic Police Officers Standards and Training (POST) certified police academy already in session. The City will hire an individual as a full-time Police Recruit, a non-sworn, miscellaneous employee with limited health and welfare benefits, and pay the fee for the academy. In return, the individual will make a commitment to work for the City for a minimum of four (4) years from his/her academy graduation date. If the individual resigns before the four year mark, he/she will pay back the City for its

investment in the police academy as well as any expenses related to academy uniforms and equipment.

Police academies generally range from 20 to 24 weeks. Upon graduation from an academy, the Police Recruit, upon recommendation of the Police Chief, will become a probationary Police Officer. The probationary period is generally 18-months. Training for a new Police Officer is generally 20 weeks before he/she can patrol on his/her own.

### **FINANCIAL REVIEW**

The Police Recruit program for an individual entering a police academy at the beginning of a 24-week session will cost approximately \$37,000; \$32,000 in personnel, uniform, and equipment costs and \$5,000 in academy fees. The hourly rate for the Police Recruit is \$23.03 or \$3,992 per month (the average pay for Police Recruit in other agencies is \$6,000 per month). If the Police Department is able to hire a Police Recruit who is already in the academy, these costs will be less. These costs will generally be recuperated through salary savings from the vacant Police Officer positions.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com), at the City Hall public counter, and the Sierra Madre Public Library.

### **ALTERNATIVES**

1. City Council may adopt Resolution 15-68 Amending the City of Sierra Madre Classification Plan and Salary Matrix to add a Police Recruit to the Non-Sworn Public Safety Classification and Approving the Employment Agreement for the Police Recruit.
2. The City Council may deny Resolution 15-68.
3. The City Council may provide direction for how to recruit and retain qualified staff.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve Resolution 15-68 Amending the City of Sierra Madre Classification Plan and Salary Matrix to add a Police Recruit to the Non-Sworn Public Safety Classification and Approving the Employment Agreement for the Police Recruit.

Attachment: Resolution 15-68 Amending the City of Sierra Madre Classification Plan and Salary Matrix to add a Police Recruit to the Non-Sworn Public Safety Classification and Approving the Employment Agreement for the Police Recruit

**RESOLUTION NO. 15-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE  
AMENDING THE CITY OF SIERRA MADRE CLASSIFICATION PLAN AND SALARY  
MATRIX TO ADD A POLICE RECRUIT TO THE NON-SWORN PUBLIC SAFETY  
CLASSIFICATION AND APPROVING THE EMPLOYMENT AGREEMENT FOR THE  
POLICE RECRUIT**

**THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:**

**WHEREAS**, the City of Sierra Madre is continually looking to hire and retain quality employees in all departments, but most often in its public safety departments; and

**WHEREAS**, staff developed a Police Recruit Program to engage and hire potential Police Officers out of a police academy; and

**WHEREAS**, through this Program, the City will pay an individual to go through a police academy in return for that individual's commitment to work for the City for a minimum of four years from that individual's graduation from a police academy; and

**WHEREAS**, the individual will enter into an employment agreement with the City in order to be a part of the Police Recruit Program; and

**WHEREAS**, this Program creates a new position, Police Recruit, to include in Non-Sworn Public Safety Classification in the City's Classification Plan and Salary Matrix.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE  
CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:**

Section 1. The City of Sierra Madre approves the Police Recruit Employment Agreement incorporated into this resolution as Exhibit A.

Section 2. The City of Sierra Madre amends the Non-Sworn Public Safety Classification as presented and incorporated into this resolution as Exhibit B.

Section 2. Effective Date. This Resolution shall go into effect November 25, 2015.

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of November, 2015.

---

John Capoccia, Mayor  
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 24<sup>th</sup> day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

---

Nancy Shollenberger, City Clerk  
City of Sierra Madre, California

# Police Recruit Employment Agreement



## City of Sierra Madre

232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
[www.cityofsierramadre.com](http://www.cityofsierramadre.com)  
626.355.7135

According to the terms of this agreement, the City of Sierra Madre will employ \_\_\_\_\_ (the "Employee") in the position of Police Recruit beginning on \_\_\_\_\_ as the Employee attends a regular basic Peace Officers Standards and Training (POST) certified academy designed to provide an entire overview of the criminal justice system which includes training in laws, police procedures, law enforcement techniques, first aid, and physical fitness.

In return, the Employee make a commitment to work for the City for a minimum of four (4) years from the Employee's graduation date from the POST approved academy. If the Employee determines that he/she is unable to make such commitment, the Employee will be responsible for reimbursing the City for the equipment and expenses the City invested in the Employee's academy training.

### Duties and Responsibilities

The duties and responsibilities for the Police Recruit position are described as a part of this agreement in Attachment A. The Police Recruit is subject to the City's Personnel Rules and Regulations in Attachment B, which may be updated by City Council Resolution from time-to-time.

Upon graduation from the POST approved academy, and recommendation of the Police Chief, the Employee will be appointed to and sworn-in as a probationary, entry level, Police Officer. The duties and responsibilities for the Police Officer position are described as a part of this agreement in Attachment C and subject to the Police Association Memorandum of Understanding (MOU) in Attachment D. The MOU may be renegotiated by the City Council and the Police Association from time-to-time.

### Compensation

*The following compensation package is for the Police Recruit; once promoted to a Police Officer, the Employee's compensation will be subject to the Police Association MOU.*

Academy Fees:	The City of Sierra Madre will pay for or reimburse the Employee for the POST approved academy fees.
Salary:	The monthly salary of the Police Recruit is \$3,992 paid at a rate of \$23.03 per hour.
Overtime:	The Employee shall be entitled to overtime pay for all hours worked in excess of forty (40) hours in the designated seven (7) day work week. All overtime must be approved by the Employee's supervisor prior to working overtime. Overtime will be paid at one and half times the Employee's regular rate of pay.
Group Insurance:	<p>The City will provide up to \$315 per month for medical insurance coverage for the Employee.</p> <p>Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year 2015, the City will contribute \$122 for each miscellaneous member towards a CalPERS Health Care Plan. This amount is adjusted annually by CalPERS. Effective January 1, 2016, the amount the</p>

City will contribute for calendar year 2016 will be \$125 for each member towards the CalPERS Health Care Plan.

The City will contribute an amount over its contribution under PEMHCA through an IRS Section 125 Flexible Benefit Plan administered by either the City or its designee. The total contribution, including the City's contribution under PEMHCA, shall be up to \$315 per month for medical insurance coverage.

All insurance benefits offered by the City are subject to COBRA upon an employee's resignation or other COBRA defined event. Additional insurances are available through payroll deduction.

**Retirement Benefits:** The City will provide retirement benefits under its contract with CalPERS. A Police Recruit is considered a miscellaneous employees; once the Employee becomes a sworn Police Officer he/she will become a safety employee.

For employees joining CalPERS after the implementation of the Public Employee Pension Reform Act (PEPRA) on or after January 1, 2013, the retirement benefit is 2% @ 62. Pursuant to PEPRA, new member employees shall pay 50% of the normal cost rate.

For classic CalPERS members, those who joined CalPERS prior to January 1, 2013, the retirement benefit is 2.5% at 55. Classic member employees 8% of their salary toward the retirement benefit.

**Uniforms & Equipment:** The City will provide the Employee with the appropriate uniform and safety equipment for the Academy. Once a Police Officer, the City will provide uniforms as outlined in the MOU and the employee will not be eligible for a uniform stipend until he/she has been a Police Officer for one year.

**Sick Leave:** While the Employee is a Police Recruit, paid sick leave will accrue at the rate of one (1) hour per every 30 hours worked for a max accrual of 24 hours in a calendar year. Accrual shall begin on the first day of employment. The Employee may begin using accrued sick leave after 90 days of employment; but must still meet the attendance requirement of the POST Academy. Sick leave will be paid at the employee's hourly wage rate. Accrued paid sick leave shall carry over to the following year of employment but will be capped at 48 hours. At no time will paid sick leave be cashed out.

**Other Leaves:** The Employee will not accrue any vacation, holiday, or compensatory leaves as a Police Recruit. These leaves will begin accruing as a Police Officer and are subject to the MOU with the Police Association.

### **Signing Bonus**

As a Police Recruit, the Employee is not eligible for the signing bonus once he/she is promoted to Police Officer.

**Probationary Period**

The Employee's official probationary period will begin once he/she becomes a Police Officer. Probation is generally 18-months and governed by the Police Association MOU.

**Commitment to Serve**

By signing and agreeing to this employment agreement, the Employee is agreeing to work for the City of Sierra Madre for a minimum of four (4) years from the Employee's graduation date from the POST Academy.

**Termination Clause**

If, within the four year commitment period, the Employee determines that he/she is unable to keep his/her commitment, the Employee will be responsible for reimbursing the City for 100% of the academy costs, academy uniform and equipment expenses, and any other related training fees. A list of these costs and fees are incorporated into this agreement in Attachment E.

As a Police Recruit, the City may terminate the Employee's employment at any time with or without cause. Should the City terminate the Employee without cause, the Employee will not be responsible for returning any of the expenses in Attachment E.

**Certification**

In the event that I, \_\_\_\_\_, resign from City service less than four (4) years from my graduation date from the POST approved academy, then I agree by participation in the Police Recruit Program to fully reimburse the City for the amounts listed in Attachment E no later than 90 calendar days after the effective date of my resignation.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Upon resignation or termination I request this amount be deducted from my final paycheck. \_\_\_\_\_  
*Employee Initials*

**IN WITNESS WHEREOF**, the City and Employee have executed and delivered this Agreement as of the date written below.

**Employee:**

**City of Sierra Madre:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Elaine I. Aguilar*  
*City Manager*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Classification**                      **Non-Sworn Public Safety**

**Duties and Responsibilities**    The fundamental reason this classification exists is to support the positions in the Public Safety Classification in a number of manners, including, but not limited to, receiving, evaluating, and processing all 9-1-1 calls for police, fire, and medical assistance; operating base radio equipment to dispatch police units on police related incidents; coordinating the preparation, processing, indexing, storage, retention, dissemination and disposition of police records.

**Training, Experience and Qualifications**    High school diploma or equivalent required

		<b>Police Association</b>					
		1	2	3	4	5	6
<b>Dispatcher</b>	<b>110</b>						
Annual Salary		36,322	38,138	40,045	42,048	44,150	46,357
Monthly Salary		3,027	3,178	3,337	3,504	3,679	3,863
Bi-Weekly Salary		1,397	1,467	1,540	1,617	1,698	1,783
Hourly Salary		17.46	18.34	19.25	20.22	21.23	22.29
<b>Police Recruit</b>	<b>199</b>						
Annual Salary		47,902					
Monthly Salary		3,992					
Bi-Weekly Salary		1,842					
Hourly Salary		23.03					